HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 16, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "citizens not on the agenda" forms. Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Sheriff's Office Animal Services will hold a livestock sale on Wednesday, March 17, 2021 at 11:00 a.m., at 7300 Haywood Taylor Blvd., Sebring

A Public Hearing of the Highlands County Code Enforcement Pamela T. Karlson, Special Magistrate will be held Thursday, March 25, 2021 at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will meet on Thursday, April 1, 2021 at 3:30 p.m., at 7209 S. George Blvd., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval to recognize Veteran Services Specialist Sam Spires for his five (5) years of service.*
Community Programs Director Ingrasharese Gardner

6.B *Veteran's Administration Assistant Director Joseph Scotchlas' presentation on the proposed VA hospital*

6.C *Request approval of a Proclamation recognizing the week of March 15-19, 2021 as Government Finance Professionals Week*
Tanya Cannady, Business Services Director
No Fiscal Impact.
Gov't Finance Professional Week Proclamation.pdf

6.D *Presentation on the 2021 Highlands County Heritage Festival*
Jim Pollard from the Heritage Association of Highlands County, Inc.
No fiscal impact

2021 Heritage Festival Presentation.pptx

6.E *Presentation of the Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2020.*
Julie Fowler, Signing Director - CliftonLarsonAllen
No fiscal impact
CLA Audit Presentation.pptx

7 CITIZENS NOT ON THE AGENDA

8 CONSENT AGENDA

8.A *Request approval of the minutes from the February 16, 2021 Regular Meeting of the Board.*
021621REG.pdf

8.B *Request to approve the appointment of Scott Webster as the Regular Member and Armando Llado as the Alternate Member to the Construction Licensing, Enforcement and Appeals Board, terms expiring March 30, 2025.*
Eric Longshore, Building Official
There is no fiscal impact associated with the appointments.
Committe Application Regular.pdf
Committee Application Alternate.pdf

8.C *Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.*
Leah Sauls, Development Services Director
Gator Howerton, County Engineer
Chantel Brutus, Tourism Development Assistant
The fiscal impact will be an estimated increase of $36,000 to cost center 5306 (Lakes).
20126 - Highlands County - Agreement Final - bee.pdf
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf
20126 - Highlands County - Attachment B - Requirements of the Federal and Florida Single Audit Act FBIP.pdf
20126 - Highlands County - Attachment C - Subrecipient Certifications and Assurances.pdf
20126 - Highlands County - Attachment D - Cost Reimbursement Requirements April 2018.pdf
20126 - Highlands County - Attachment E - Boating Access Performance Tracking and Reporting Forms-DRAFT (version 2).xlsx
20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment G - Monitoring Guidelines.pdf

8.D *Request to approve site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of the dedication and execution of the FWC Florida Boating*

Improvement Grant contract for Istokpoga Park Fishing Tournament Facility Improvements per Scope of Work, Item I (Site Dedication).
Leah Sauls, Development Services Director
Clinton Howerton, County Engineer
No fiscal Impact
20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf

8.E *Request approval to appoint one (1) alternative member, Tom Wright, to the Lake Istokpoga Management Committee (LIMC).*
Dawn Ritter, Natural Resources Manager
No fiscal impact

8.F *Request approval of The Highlands County Ship Program Annual Report for 2017-2018, 2018-2019 and 2019-2020.*
Lucy Castillo, Housing Programs Coordinator
No Fiscal Impact
ShipAnnualReport 17-18 2-25-21.pdf
Attachment 1 Income Level Breakdown 2017-2018.PDF
ARCERT2017-2018.pdf

8.G *Request approval of the Heartland Triathlon - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $5,000.00 to cost center 5305 (Marketing & Promotions).
FSF_Grant_Contract_-_Heartland_Triathlon.pdf

8.H *Request approval of the Sebring Multisport Festival - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $3,560.00 to cost center 5305 (Marketing & Promotions).
FSF_Grant_Contract_-_Sebring_Multisport_Festi.pdf

8.I *Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library, Category 2 Professional Engineering Services, and execute agreements between Highlands County and fourteen (14) proposers.*
Clinton Howerton, Jr., P.E., County Engineer
This is a master continuing services contract and projects will be assigned by either a Consultant Service Authorization (CSA) or Task Order Authorization (TOA), which will include a Scope of Services and Schedule of Payments on an as-needed basis, issued in accordance with Florida Statute 287.055(2)(g) or as amended therein.
RFP 20-024 Cat 2 Agreements Packet.pdf

8.J *Request approval of the updated Equal Employment Opportunity (EEO) Plan for the period of April 2021 through March 2023.*
Rebecca Cable, Human Resources Manager
No fiscal impact
EEO PLAN 2021-2023.pdf

8.K *Legal Services Agreement*
Sherry Sutphen, County Attorney
$180.00 an hour for all services, with a minimum charge of one tenth of an hour for any activity completed on the County's behalf.
Legal Services Agreement - 030321.pdf

8.L *Request to convert one Lead Custodian position to Assistant Custodial Supervisor.*
Rebecca Cable, Human Resources Manager
Richard Fleeger, Parks & Facilities Superintendent
No fiscal impact, the incumbent is paid within the new Pay Grade range.
Assistant Custodial Supervisor (TBD).pdf
Lead Custodian (1074) 2.4.2020.pdf

8.M *Consideration of Consultant Service Agreement with Chastain-Skillman, Inc. for Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 20-21-063*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 20/21 budget as this budget amendment is transferring $85,155.00 from the Solid Waste Reserve for Contingency account.
20-21-063 Project 20045 HCSWMC - Borrow Pit Mining 20-21 (BA).pdf
HC Solid Waste Management Center-8.5X11 (LS).pdf
Chastain Skillman CSA for Borrow Pit.pdf

8.N *Request approval to downgrade one Finish Carpenter position, Pay Grade 109 to a Carpenter Apprentice, Pay Grade 104.*
Richard Fleeger, Parks & Facilities Superintendent
Rebecca Cable, Human Resources Manager
This change represents a $9686.68 in salary savings to the General Fund.
Carpenter Apprentice (1130).pdf
Finish Carpenter (0973).pdf

9 PUBLIC HEARING

9.A *Public hearing to consider adoption of P&Z Hearing No. 2071, changing the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3).*
Sandra S. Vázquez, Planner I
No fiscal impact
Staff Report P&Z 2071.pdf
Application P&Z 2071.pdf
Resolution P&Z 2071

9.B *Request to approve and execute the Exchange Agreement with Mr. & Mrs. Edelstein pertaining to the acquisition of real property at 1900 SR 17 S, Avon Park, in exchange for real property owned by Highlands County.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact as result of this exchange of property.
1900 SR 17 Land Exchange_Agenda Packet.pdf

9.C *Public hearing to consider Transmittal to the Florida Department of Economic Opportunity of a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-20-576LS.*
Melony Culpepper, Planning Supervisor
No fiscal impact
Staff Report for BCC for CPA-20-576LS Various Text Amendments Adoption Hearing.pdf
HIGHLANDS CO. 20-05ESR DEO Comment Letter.pdf
Email from DEO after revision.pdf
Proposed Amendment Summary.pdf
Housing Study.pdf
Ordinance for CPA-20-576LS.pdf

9.D *Request to approve proposed ordinance amending Chapter 4 of the Code of Ordinances, Highlands County, Florida pertaining to Special Event regulations and permitting.*
Rachel Barry, Zoning Supervisor
The fiscal impact will result in an increase to the General Fund of at least $50.00 per application.
Special Event Ordinance Ad.docx
Special Event Permit Ordinance

10 ACTION AGENDA

10.A *A Resolution of the Highlands County Board of County Commissioners Pertaining to Special Event Permit Fees; Providing for Legislative Findings and Intent; Providing for the Adoption of Special Event Permit Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*
Rachel Barry, Zoning Supervisor
The fiscal impact will result in an increase to the General Fund of at least $50.00 per application.
Resolution 20-21-78 Special Event Permit Fees.pdf

10.B *Request to approve and rank eighteen (18) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2023-2027 Five Year Work Program.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2023-2027 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% fund match for some applications.
2021 FDOT_ District 1 Draft Projects Ranking List.pdf

10.C *Request approval for the installation, materials, and staffing to construct an asphalt walking track at Carver Park, also known as MLK Jr. Sports Field, with expenses to include in-kind donation to total $81,360, as requested by the Highway Park Neighborhood Council.*
Ric Fleeger, Superintendent Parks and Facilities
Since the Board has no funding source at this time for the requested project, the funds would have to come from Reserve for Contingency from either Fund 005 (General) or Fund 151 (Infrastructure Surtax).
HCBOCC. MTG 3.16.pdf

10.D *Request approval of Wellness Budget for the 2020-2021 Plan Year.*
Rebecca Cable, Human Resources Manager
Elaine Wood, Human Resources Technician
No fiscal impact, all wellness dollars are pre-approved and reimbursed by the carrier.
Wellness Budget_2021.xlsx

10.E *Consideration of acquisition of property that is of interest to Highlands County Board of County Commissioners.*
Randy Vosburg, County Administrator
None at this time.

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report*
Sherry Sutphen, County Attorney
There is no fiscal impact
COUNTY ATTORNEY LOG.pdf

11.B *FY 21/22 Preliminary Budget Outlook - General Fund*
Randy Vosburg, County Administrator
David Nitz, OMB Manager
No Fiscal Impact
Preliminary Budget Outlook_3-16-21.pdf

11.C *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 3.16.2021.pdf
Status - Project Updates (FINAL) 3.16.2021.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from March 3 through March 16, 2021*

14 ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov/

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Community Programs Director Ingrasharese Gardner**
SUBJECT/TITLE:	**Request approval to recognize Veteran Services Specialist Sam Spires for his five (5) years of service.**

RECOMMENDED ACTION

Move approval to recognize Veteran Services Specialist Sam Spires for his five (5) years of service.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:

SUBJECT/TITLE: **Veteran's Administration Assistant Director Joseph Scotchlas' presentation on the proposed VA hospital**

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing the week of March 15-19, 2021 as Government Finance Professionals Week**

STATEMENT OF ISSUE

This is the 2nd year that the Government Finance Professionals Week is being sponsored by the Florida Government Finance Officers Association (FGFOA), a professional association founded in 1937 and serving more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms.

During the week of March 15-19, 2021, the FGFOA is sponsoring Government Finance Professionals Week. The week will consist of a series of activities aimed at recognizing government finance professionals and the vital services that they provide for local government and the community in which they serve. During this week, government finance professionals throughout the state will be recognized and acknowledged for their hard work, dedication and leadership.

Locally, we would like to recognize the finance and budget professionals who serve our local governments in various capacities, many of which are here today. These individuals hold various professional designations including Certified Public Accountant, Certified Internal Auditor, and Certified Government Finance Manager.

RECOMMENDED ACTION

Move to approve the proclamation recognizing the week of March 15th as Government Finance Professionals Week.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Gov't Finance Professional Week Proclamation.pdf

HIGHLANDS COUNTY
GOVERNMENT FINANCE PROFESSIONALS WEEK
MARCH 15-19, 2021

WHEREAS, The Florida Government Finance Officers Association (FGFOA) is a professional association founded in 1937, serving more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by the FGFOA and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.

NOW THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim March 15-19, 2021, as Government Finance Professionals Week in the County of Highlands and extends our appreciation to all government finance professionals throughout the state, and here in the County of Highlands, for their hard work, dedication and leadership.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Highlands County to be affixed this 16th day of March 2021.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

_____
Scott Kirouac, Chairman

(SEAL)
ATTEST:
BY: _____
Jerome N. Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Jim Pollard from the Heritage Association of Highlands County, Inc.**

SUBJECT/TITLE: **Presentation on the 2021 Highlands County Heritage Festival**

STATEMENT OF ISSUE

On April 23, 2021, Highlands County will be 100 years old. In celebrate of Highlands County's 100th Year Anniversary, the Heritage Association of Highlands, Inc. is holding a Heritage Festival at the Edna Pearce Lockett Estate, 116 Lockett Ln off of US 98, from April 17 - 18, 2021.

RECOMMENDED ACTION

Not applicable

FISCAL IMPACT

No fiscal impact

Attachments: 2021 Heritage Festival Presentation.pptx

2021 Heritage Festival

Heritage Association of Highlands County, Inc.

Presenter: Jim Pollard



2021 Heritage Festival

Celebrating 100 years of Highlands County while experiencing the rich history of the Edna Pearce Lockett Estate.



2021 Heritage Festival

- Where:
  - Edna Pearce Lockett Estate
  - 116 Lockett Ln, Lorida
- Date:
  - April 17 through April 18
- Time:
  - Gates open 10 AM – 4 PM
- Admission:
  - $5 per car

Activities:

- Color Presentation
- Artisans
- Food Vendors
- Antique Cars
- Craft Vendors
- Great Entertainment
- Education Exhibits
- Quilt Displays & Quilt Turning
- Pontoon Boat Tour
- Information Speaker
- Cow Camp
- Pow Wow Dancing
- *- - - And Much More - - -*

BE A PART OF THE FESTIVITIES!

Facebook :

Highlands County Heritage Association, Inc.

2021 Heritage Festival

Website:

http://www.heritageassociation.org



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 3/16/2021

PRESENTER:	**Julie Fowler, Signing Director - CliftonLarsonAllen**
SUBJECT/TITLE:	**Presentation of the Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2020.**

STATEMENT OF ISSUE

The County has engaged CliftonLarsonAllen as its external auditors. The completed CAFR for Fiscal Year 2019/2020 is presented for Board approval and acceptance into Record.

RECOMMENDED ACTION

Move to approve the Fiscal Year 2019/2020 Comprehensive Annual Financial Report into Record.

FISCAL IMPACT

No fiscal impact

Attachments: CLA Audit Presentation.pptx



Highlands County, Florida

Presentation to the Board of County Commissioners
Audit of the Fiscal Year Ending September 30, 2020

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WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Financial Statement Overview

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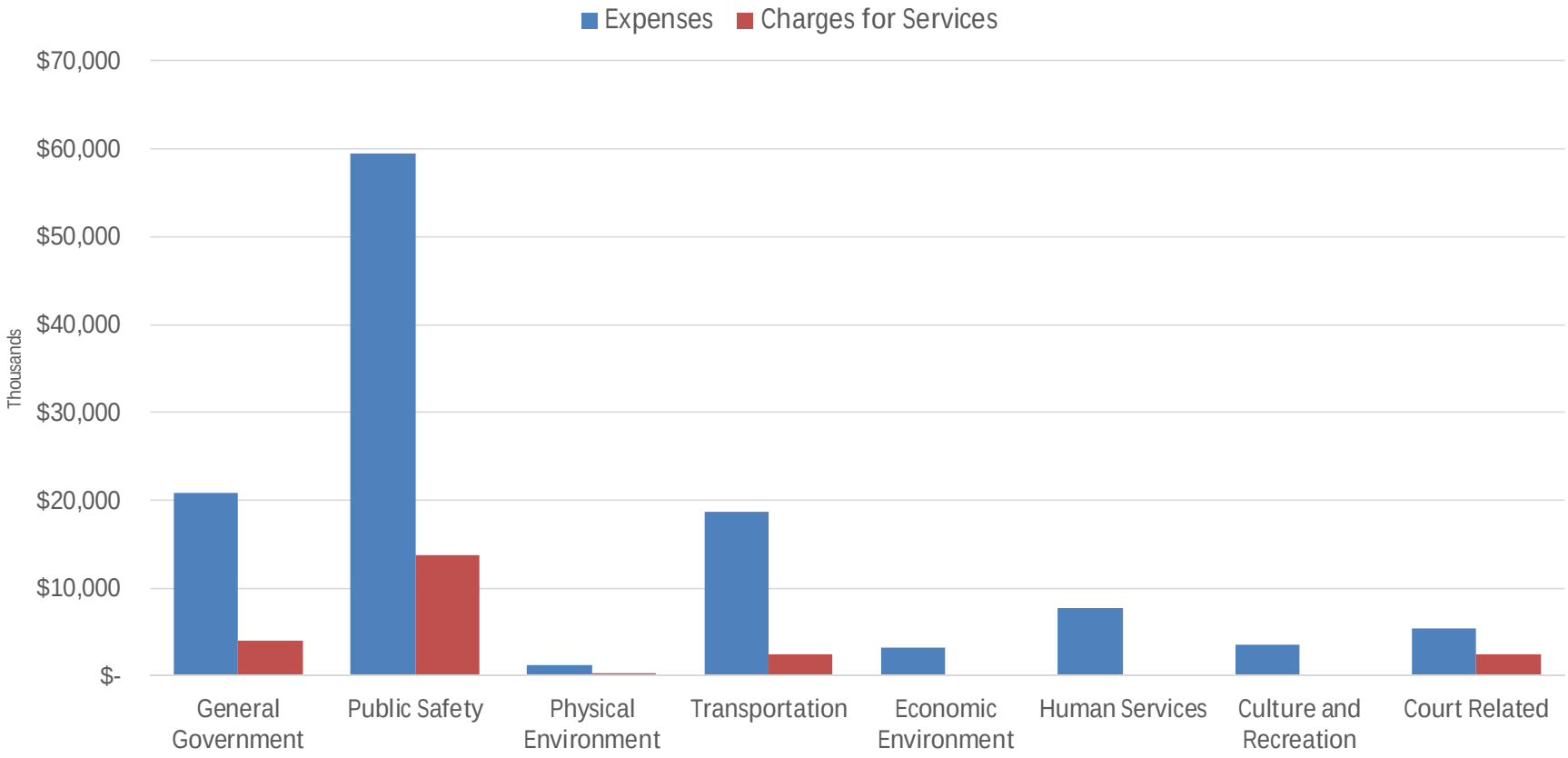
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Statement of Net Position

	Governmental Activities	Business-Type Activities	Total
Current and Other Assets	$ 75,687,429	$ 20,500,229	$ 96,187,658
Capital Assets	251,225,010	8,848,384	260,073,394
Total Assets	**326,912,439**	**29,348,613**	**356,261,052**
Deferred Outflows of Resources	31,887,280	358,357	32,245,637
Long-Term Debt Outstanding	129,424,788	9,317,761	138,742,549
Other Liabilities	9,759,661	710,359	10,470,020
Total Liabilities	**139,184,449**	**10,028,120**	**149,212,569**
Deferred Inflows of Resources	3,239,221	59,489	3,298,710
Net Investment in Capital Assets	231,232,076	8,684,054	239,916,130
Restricted Net Position	34,914,138	-	34,914,138
Unrestricted Net Position	(49,770,165)	10,935,307	(38,834,858)
Total Net Position	**$ 216,376,049**	**$ 19,619,361**	**$ 235,995,410**

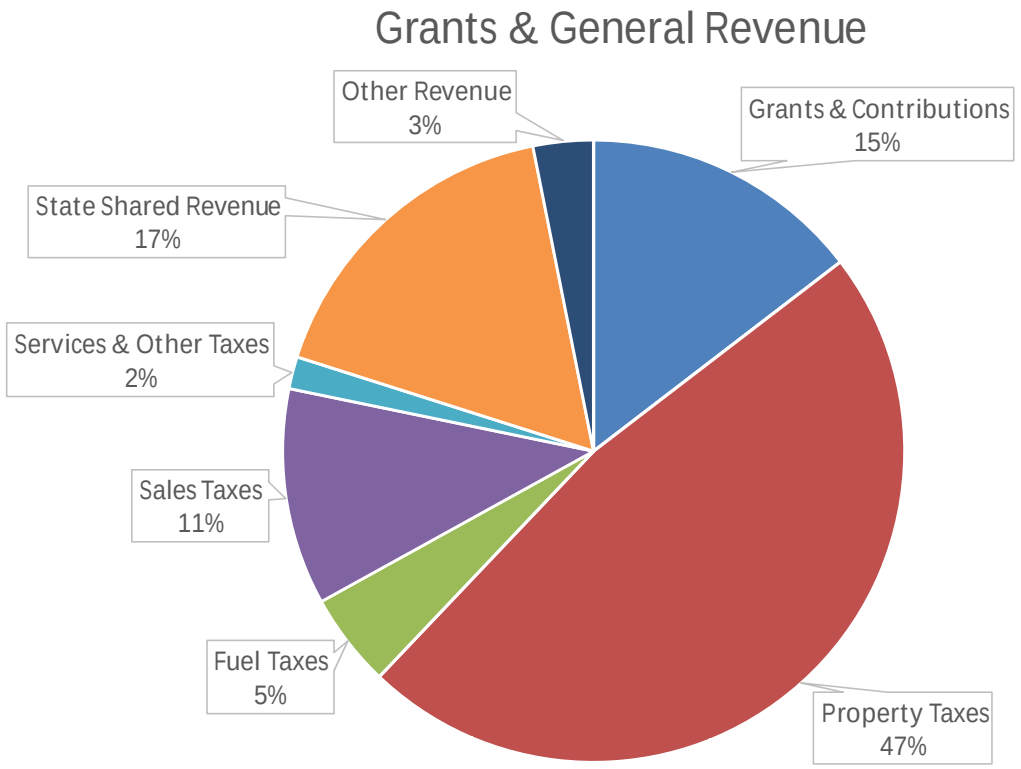
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Funding for Government Services



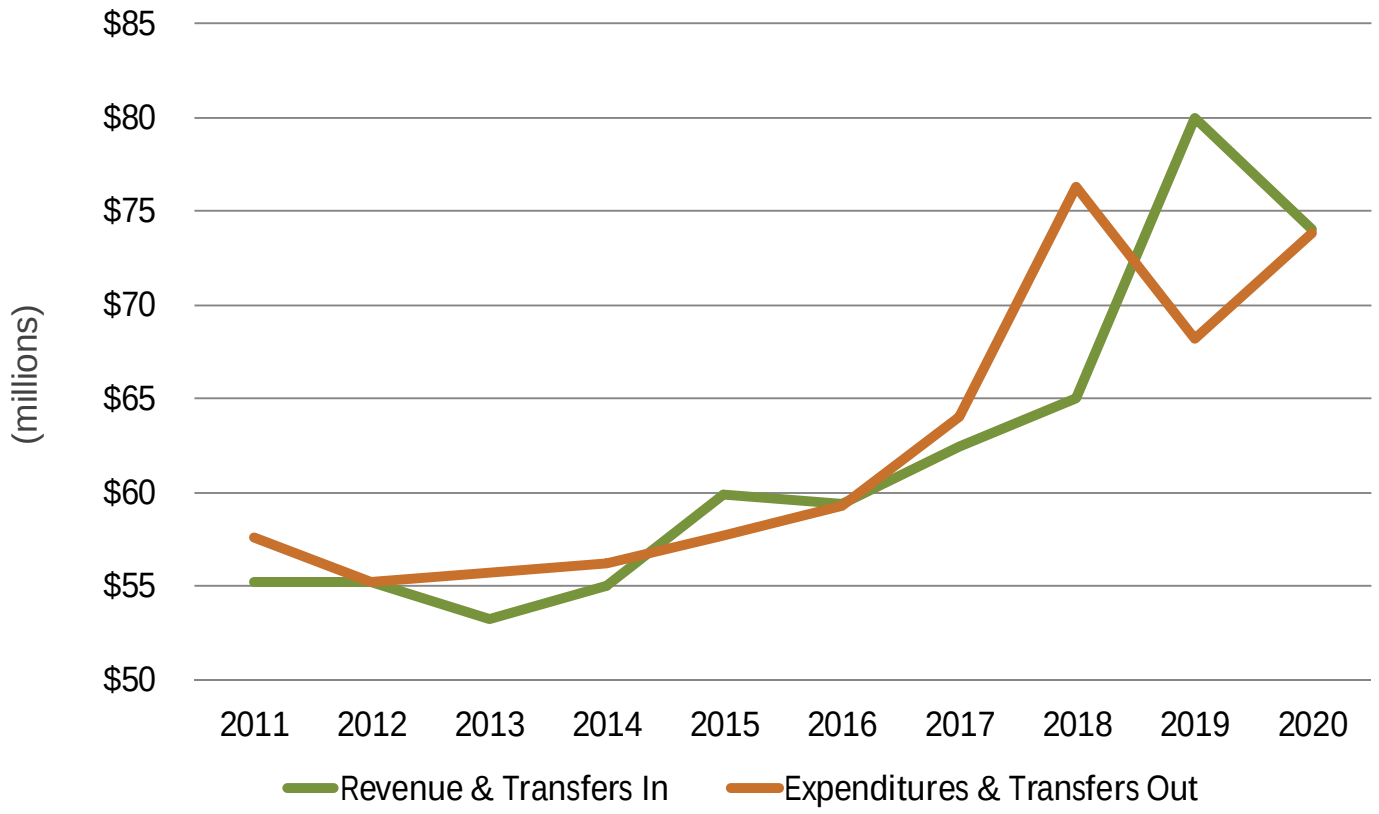
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Making Up the Difference



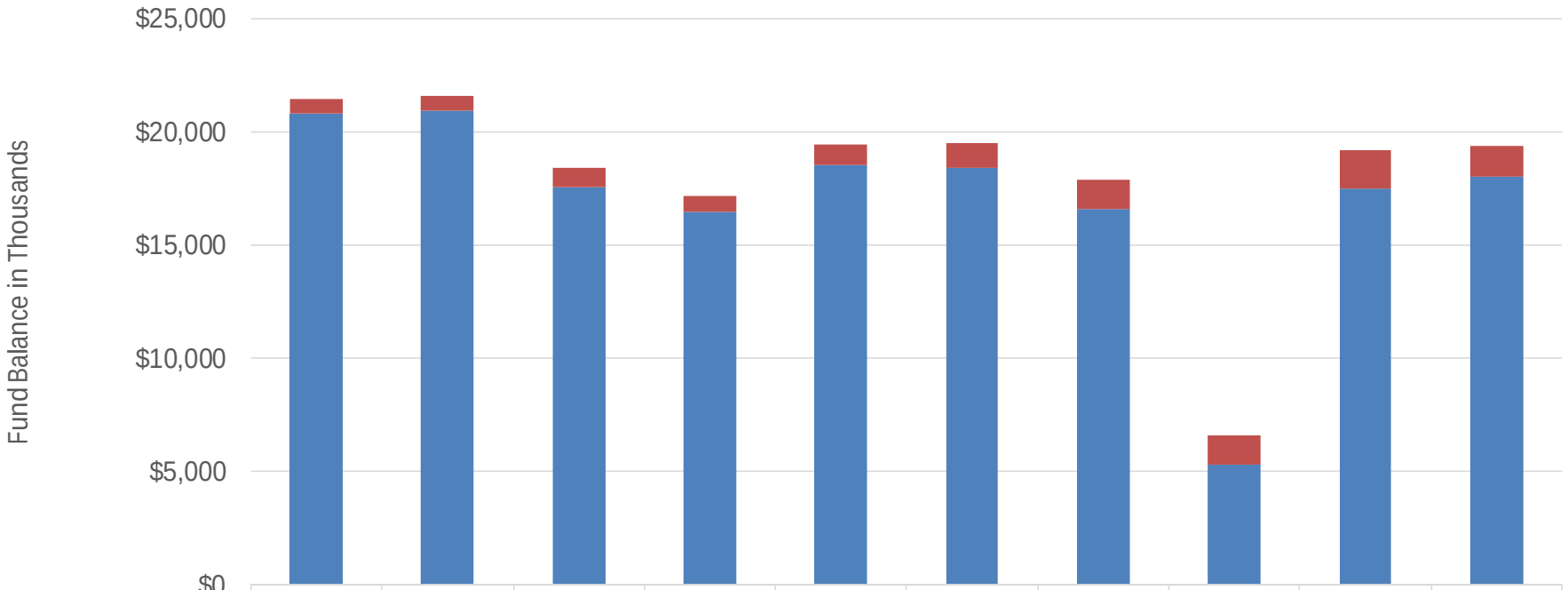
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General Fund



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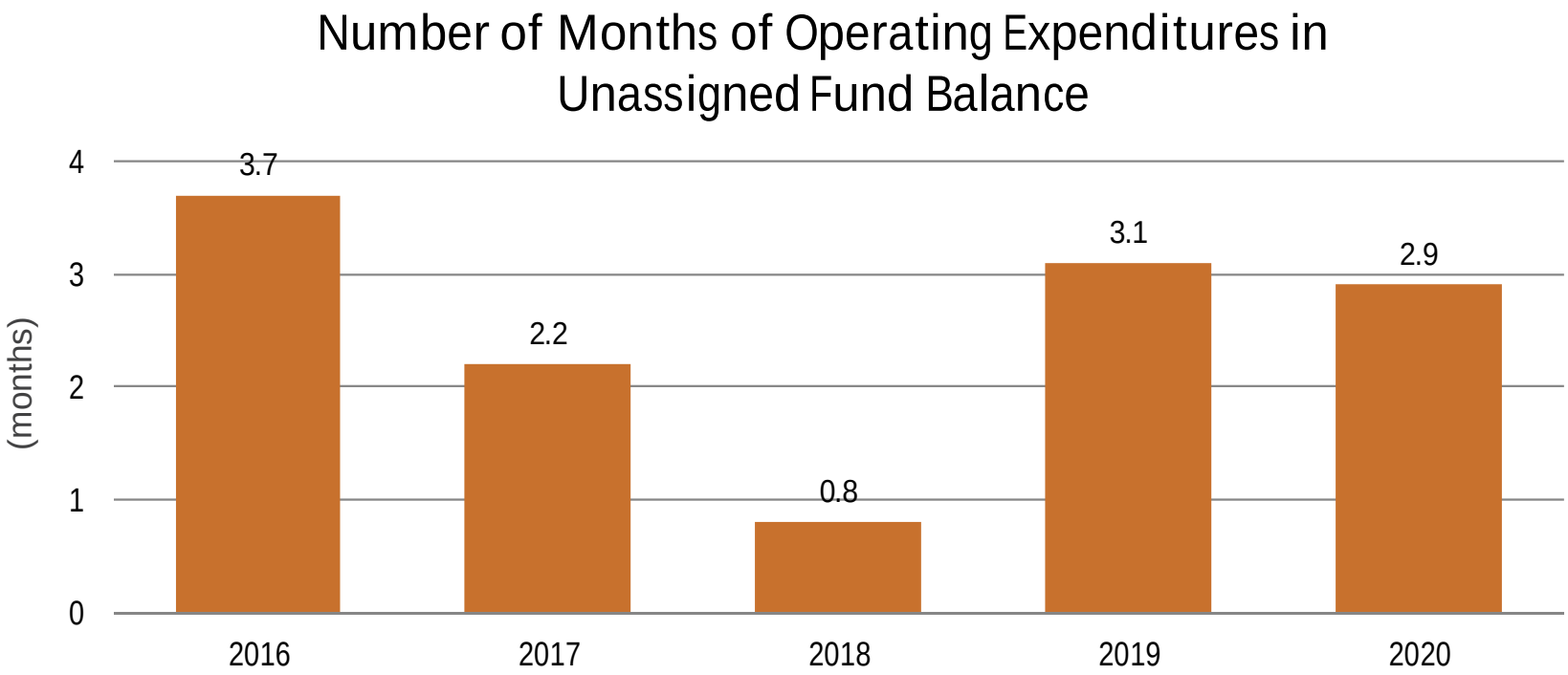
General Fund – Fund Balance



	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Nonspendable	$606	$643	$843	$736	$898	$1,090	$1,272	$1,255	$1,689	$1,345
Assigned & Unassigned	$20,841	$20,920	$17,544	$16,476	$18,543	$18,444	$16,603	$5,339	$17,491	$18,043

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General Fund – Fund Balance



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Results of Procedures

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Professional Services Performed

Financial Statement Audits

- Board of County Commissioners
- Sheriff
- Clerk
- Property Appraiser
- Supervisor of Elections
- Tax Collector

Compliance Audits

- Federal Single Audit in accordance with Uniform Grant Guidance
- State of Florida Single Audit

Examination

- Compliance with the requirements of investment of public funds and emergency communications number E911 system

Florida Management Letter

- Financial Condition Assessment

- Comprehensive Annual Financial Report (CAFR)
- Landfill Management Escrow Account Statement
- Statement of County Funded Court-Related Functions, Section 29.0085, Florida Statutes

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Audit Reports Issued

Independent Auditors' Report	• Unmodified Opinion
Government Auditing Standards	• No material weaknesses in internal control reported • No instances of noncompliance reported
Federal & State Grant Compliance	• Unmodified Opinion on Compliance • No material weaknesses in internal control reported
State Compliance	• No findings or recommendations • Unmodified opinion on compliance with various statutes

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WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

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Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the February 16, 2021 Regular Meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the February 16, 2021 Regular Meeting of the Board.

Attachments: 021621REG.pdf

REGULAR MEETING OF THE BOARD, FEBRUARY 16, 2021

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Scott A. Kirouac **Commissioner Kathleen G. Rapp**
Commissioner Kevin J. Roberts **Commissioner Arlene Tuck**
Commissioner Chris Campbell

Also present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry Sutphen, Interim County Attorney; Jerome Kaszubowski, Clerk of Courts; and Maria Brenes, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Ed Sager, with the Highlands Grace Reformed Church in Sebring.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Denise Williams, Veteran Services Officer, U.S. Army Staff Sergeant.

4. ANNOUNCEMENTS
The Children's Services Council will hold a general body meeting on Wednesday, February 17, 2021, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL., or via TEAMS Live 1(904) 638-2711, Conference Code: 657072228#.

The Recreation and Parks Advisory Committee will meet on Thursday, February 18, 2021, at 2:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Children's Advocacy Center Advisory Board will meet on Monday, February 22, 2021, at 2:00 p.m., in the Bert J Harris Auditorium, 4509 George Blvd., Sebring, FL., or via TEAMS Live 1 (904)638-2711, Conference ID: 69253400#.

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will meet on Tuesday, February 23, 2021, at 9:00 a.m., at 7205 S. George Blvd., Sebring, FL.

The Heartland Library Cooperative will hold a Governing Board Meeting on Wednesday, February 24, 2021, at 10:30 a.m., at the Hardee County Library, 315 N. 6th Ave., Wauchula, FL.

The Hospital District Board will meet on Thursday, February 25, 2021, at 1:15 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, announced that the Teen Court program was successfully held virtually on Monday, February 15, 2021, with the Honorable Judge Ward presiding.

Clerk Kaszubowski also announced that Operation Green Light will take place on February 25 & 26, 2021, from 8:00 a.m. to 5:00 p.m. Operation Green Light allows Highlands County customers to reinstate their driver's license by paying overdue court fines, while saving money on collection fees.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Chairman Kirouac: Proclamation recognizing February 15-19, 2021 as Food Check-Out Week

Chairman Kirouac read the Proclamation into the record. Mr. Jeff Williams, president of the Highlands County Farm Bureau, addressed the Board.

Commissioner Campbell made a motion and Commissioner Rapp seconded the motion, to move to approve the Proclamation as presented.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 74.***

B. COVID Update

Latosha Reiss, Emergency Management Manager, provided a COVID-19 update and presented summary data for Highlands County. Testing is still available at the Florida Department of Health, where registration is required. Free testing is also available through the Community Drive-Thru testing events, where registration is not required. Because testing is also available at the local Walgreens and CVS stores, Ms. Reiss stated that the drive-thru testing events will be decreased to twice per month as staff has noticed a decrease in service. In regards to vaccinations, Ms. Reiss stated that registration notifications for the vaccine are still going out and that staff will only leave a voicemail message regarding appointments if the person's voicemail identifies their name. Ms. Reiss also stated that site safety measures are still in place at the vaccination pod, and that operations continue on Thursdays and Saturdays. Ms. Reiss reminded everyone to bring their vaccination card to their second dose appointment. Ms. Reiss also reminded everyone to continue the practice of social distancing, hand washing, and to please stay home or seek medical care if sick. ***See SMB 141 Page 117.***

C. Presentation to Meghan DiGiacomo, named one of Top 50 Economic Developers in North America.

Development Services Director Leah Sauls and the Board of County Commissioners congratulated Meghan DiGiacomo, Executive Manager of Business/Economic Development, for being named one of North America's Top 50 Economic Developers. ***See SMB 141 Page 118.***

7. CITIZENS NOT ON THE AGENDA

No participants.

8. CONSENT AGENDA

Commissioner Roberts declared a voting conflict on item 8A, due to an insurance refund being paid back to him, and requested the item be moved to Consent Agenda (2) for a separate vote.

Commissioner Campbell made a motion and Commissioner Rapp seconded the motion, to move to approve the consent agenda with the removal of the payable from item 8A.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request approval to pay all duly authorized bills February 16, 2021. *See Check Report file.*

General Fund	143,386.94
County Transport Trust	29,089.45
Local Govt Infra Surtax	710,415.47
Tourist Dev Trust Fund	10.74

SHIP	16,903.96
Sebring Parkway Maint	68.42
State Court Facilities TF	7,866.03
Legal Aid Trust Fund	3.13
Court Tech 28.24 (12)(E)1	526.70
Building Fund	279.27
Fire Assessment Fund	1,303.72
Solid Waste	3,662.94
Energy Recovery	135,046.44
Insurance Fund	158,710.23

B. Presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021 (as of December 31, 2020). *Clerk's Financial Reporting file.*

C. Request approval for the reappointment of Suzanne Hunnicutt as a regular member of the Zoning Board of Adjustment (BOA) and the Planning and Zoning Commission/Local Planning Agency (P&Z). *See SMB 141 Page 119.*

D. Request to approve the appointment of John Story of Sebring International Raceway as a Regular Member to the Tourist Development Council, term expiring May 2025 fulfilling the Tourism Interest vacancy. *See Tourist Development file.*

E. Request to waive Landfill tipping fees for Great American Clean-Up in Highway Park. *See SMB 141 Page 120.*

F. Request approval of a New Event Tourist Development Tax Grant in the amount up to $20,000 for the 2021 Bono Bilt Wrestling Tournament (May 14-16, 2021). *See Tourist Development file.*

G. Request to approve pay without a Purchase Order, Bell & Roper, P.A. Invoices for County Attorney Services. *See SMB 141 Page 121.*

H. Request approval of Comcast Enterprise Services Amendment. *See Comcast file.*

I. Request approval of Budget Amendment 20-21-052 to realign the FY20-21 in the Coronavirus Relief Fund (CRF) Disaster Program. *See SMB 141 Page 122.*

J. Request approval of Budget Amendment 20-21-054 to move the Capital Projects Manager's expenditures from cost center 2104 to 2672. *See SMB 141 Page 123.*

9. CONSENT AGENDA (2): Request approval to pay all bills with voting conflicts.

Commissioner Roberts declared a conflict of interest due to an insurance refund being paid back to him part of the Board payables. A Memorandum of Voting Conflict form was submitted to the Clerk to become part of the permanent record.

Commissioner Campbell made a motion and Commissioner Rapp seconded the motion, to move to approve Consent Agenda (2).

Upon roll call, all Commissioners voted aye, except Commissioner Roberts who abstained. The motion carried. ***See Check Report file*** for copy of abstention form.

10. PUBLIC HEARING

A. Public hearing to consider adoption of P&Z Hearing No. 2068, modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 10 parcels, and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 1 parcel, spread throughout the Covered Bridge Community.

Melony Culpepper, Planning Supervisor, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to be made part of the permanent record. Ms. Culpepper questioned in any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Ms. Culpepper read the recommended motion into the record.

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Roberts seconded the motion.

Chairman Kirouac opened the floor to the public. Input was not provided.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 31 Pages 75 & 76.***

B. An Ordinance of the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, Pertaining to an Amendment to the Highlands County Code of Ordinances, Chapter 2, Administration; Providing for Legislative Findings and Intent; Providing for Amendment to Chapter 2, Administration, Article X, Issuance of Warrants, Section 2-234, Approval; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Sherry Sutphen, Interim Board Attorney, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to be made part of the permanent record. Ms. Sutphen stated that the purpose of this ordinance was to implement a more effective and efficient manner to pay County expenditures, and that beginning March 2021, the Board will no longer have to approve payables as part of the meeting agendas, and that the County Administrator will be given authorization to approve these. Ms. Sutphen also stated that Board payables will still appear on the meeting agenda as an informational item, and that this process will help avoid conflicts of interest when bills are being paid.

Ms. Sutphen read into the record the recommended motion.

Commissioner Rapp moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19; Proof of Publication file & SMB 141 Page 124.***

11. ACTION

Commissioner Rapp made a motion and Commissioner Tuck seconded the motion, to move to set the action agenda as presented.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request approval to move forward with the sale of 104 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

Brandon Gunn, Purchasing Agent, presented the request.

Commissioner Roberts made a motion and Commissioner Campbell seconded the motion, to move to approve the sale of 104 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 141 Page 125.***

12. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report

Sherry Sutphen, Interim County Attorney, presented the County Attorney's updated status report and stated that no new claims have been filed against the County. Ms. Sutphen informed the Commission that a House Bill has been introduced to limit COVID liability. ***See SMB 141 Page 126.***

B. Commissioner's 2020 Priorities and the Project Status Report

Randy Vosburg, County Administrator, presented the updated 2020 Priorities and the Project Status Report. ***See SMB 141 Page 127.***

C. Discussion of Commission Priorities

Mr. Vosburg presented the list of current commissioner priorities and provided an update on each one.

Priority 1 – Reasonable, standard fire house design for the entire County

Mr. Vosburg stated that an update will be brought to the Board in March and that this item could be removed from the priorities list as it is almost accomplished.

Priority 2 – Progress on development of Fire/EMS Department

Mr. Vosburg stated that this was an ongoing item that will progress as budget becomes available. The Commission concurred to remove this item from the priorities list and to keep track of it under the projects list.

Priority 3 – Sell Highlands Regional and use funds for endowment for non-profits

Mr. Vosburg recommended that this priority stay on the list. The Commission concurred.

Priority 4 – Develop a plan of action for utility extensions

Mr. Vosburg stated that significant progress has been made on this priority and recommended to leave it on the list. The Commission concurred.

Priority 5 – Build reserves to 3.5 months and plan for a millage reduction

Mr. Vosburg recommended this priority also stay on the list. The Commission concurred.

Priority 6 – Hurricane shelter upgrades including a pet-friendly shelter

Mr. Vosburg stated that the current plan is to add a pet-friendly shelter to the Animal Control facility upgrade, but that pets must be dropped off and owners would have to go to another shelter. Mr. Vosburg stated that building a new pet-friendly shelter would not be very practical as current regulations still require that pets and humans be separated. The Commission concurred to take this item off the priorities list but to leave it

on the projects list for continuous updates. Mr. Vosburg stated that he will work with Commissioner Rapp and other rescue committees and entities to come up with a possible solution and report back to the Board.

Priority 7 – Planning for family-oriented tourism assets utilizing 3rd penny tourism tax
Mr. Vosburg recommended to remove this item from the priorities list and to continue working with the TDC Lead Marketing Consultant and with the Tourist Development Council and report back to the Board.

Priority 8 – Support Administration in designing and preparing a succession plan
Mr. Vosburg recommended to remove this item from the priorities list as a succession plan policy was adopted by the Board at the last meeting.

Priority 9 – Work to streamline County bureaucracy to protect and grow economy; encourage economic development to focus on grants to retain and expand existing businesses, also keep an eye on new opportunities.
Mr. Vosburg recommended to keep this item on the priorities list. The Commission concurred.

Priority 10 – Recycling Program
Mr. Vosburg recommended to keep this item on the priorities list as discussions are currently being held on this issue. The Commission concurred.

Mr. Vosburg presented a list of the new suggested priorities and requested Board direction as to which ones they would like to set as a priority.

1) Septage Processing
The Commission concurred to add this item to the priorities list.

2) Hospital
Mr. Vosburg stated that this item is already a priority.

3) Broadband
Mr. Vosburg stated that legislation this year will talk about funding for broadband expansion. The Commission concurred to add this item to the projects list for continuous updates.

4) Utility Mapping/Visioning
Mr. Vosburg stated that this item is already a priority.

5) Pedestrian Pathways
6) Annexation
7) Road Maintenance
Mr. Vosburg stated that these three items are more of a maintenance discussion and somewhat dovetail with annexations, because several sidewalks in need of repairs are located in areas that have been annexed into the municipalities. Mr. Vosburg also stated that staff will hold further maintenance discussions on existing sidewalks and look into possible state grants or cost-sharing agreements with municipalities. Mr. Vosburg recommended the three items be wrapped into one priority listed as annexations/interlocals. The Commission concurred.

8) Landfill Expansion
Mr. Vosburg recommended this item be added to the projects list for ongoing updates. The Commission concurred.

9) Countywide Drainage Issues
Mr. Vosburg recommended this item be added to the priorities list. The Commission concurred.

10) Facilities Purchases
Mr. Vosburg stated that this item does not rise up to priority level and will bring items to the Board as they come up. The Commission concurred to wait on these expenditures until reserves are built back up.

11) Sewer Service to George Blvd
Mr. Vosburg stated that this item will be added to the projects list for ongoing updates.

12) COVID items
Mr. Vosburg stated that COVID vaccinations are the primary focus at the moment and that staff is working on wrapping up the accounting/auditing portions of the CARES Act dollars. The Commission concurred to continue receiving updates from Mr. Vosburg and Ms. Reiss.

After discussion, Mr. Vosburg read into the record the list of new priorities:

1) Sale of Highlands Regional
2) Utility Mapping/Visioning
3) Building reserves to 3.5 months and plan for millage reduction
4) Work to streamline County bureaucracy
5) Recycling Program
6) Septage Processing
7) Annexation/Interlocal work with Municipalities
8) Countywide Drainage Issues

Commissioner Campbell made a motion and Commissioner Tuck seconded the motion, to move to approve the list of new commission priorities.

Public input was received from Ray Royce and Dana Orr.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 141 Page 128.***

Mr. Vosburg provided the Commission with a calendar of the FY 20/21 Budget Cycle and questioned if one of the commissioners would like to volunteer as a budget liaison. The Commission concurred not to designate a liaison for budget at the time. ***See SMB 141 Page 129.***

Mr. Vosburg stated that the Tourist Development Council (TDC) has approached staff to request something in writing from the County indicating that no TDC events will be closed down because of COVID. The Commission came to a consensus that the County follows the State of Florida's lead when related to COVID and shutdowns.

13. COMMISSIONERS:

Commissioner Campbell commented on the Economic Development tour that he took last week and stated that there is no surprise that Ms. DiGiacomo was chosen as one of the Top 50 Economic Developers in North America. Commissioner Campbell also stated that the Tourist Development Council signed an agreement with Airstream Ventures, who plan to bring several events to Highlands County.

Commissioner Roberts stated that he is looking forward to taking the Economic Development tour as well.

Commissioner Rapp stated that she was the first commissioner who took the Economic Development tour and stated that she was amazed. Commissioner Rapp also stated that she volunteered to register citizens for the COVID vaccine last week and thanked staff for running the vaccination pod so efficiently.

Chairman Kirouac stated that he also took the Economic Development tour and commented on the amount of activities that happen in the airport area and stated that he appreciates the efforts of the Economic Development group. Chairman Kirouac also thanked staff for their efforts at the vaccination pod.

13. ADJOURN

Commissioner Rapp made a motion and Commissioner Tuck seconded the motion, to move to adjourn the Regular Meeting of the Board.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 11:48 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Eric Longshore, Building Official**

SUBJECT/TITLE: **Request to approve the appointment of Scott Webster as the Regular Member and Armando Llado as the Alternate Member to the Construction Licensing, Enforcement and Appeals Board, terms expiring March 30, 2025.**

STATEMENT OF ISSUE

The Highlands County Building Department advertised to fill vacancies on the Construction Licensing, Enforcement and Appeals Board (CLEAB).

The vacancies are for one regular member which must be a contractor and one alternate member from the public. Presently two resumes have been received (Scott Webster and Armando Llado) for appointment (see attached).

Positions need to be appointed as required in FAC 61G4.20.001 and Section 12.03.601 Code of Ordinances which reads in pertinent part: "The members of the CLEAB shall consist of seven members and two alternates, appointed by the Board of County Commissioners for a period not to exceed four years and may be reappointed for successive terms. The terms of office of the CLEAB members shall be staggered so not more than one-third of the CLEAB is appointed in any 12 month period. …". The membership of the Board shall consist of

(1) Four contractors, one of whom must be a general contractor.
(2) Two members at large from the public.
(3) One member from the building industry.
(4) Two alternate members; one member from the building industry and one member at large from the public.

Staff has posted vacancies on the County website.

RECOMMENDED ACTION

Move to approve the appointment of Scott Webster as the Regular Member and Armando Llado as the Alternate Member to the Construction Licensing, Enforcement and Appeals Board, terms expiring March 30, 2025.

FISCAL IMPACT

There is no fiscal impact associated with the appointments.

Attachments: Committe Application Regular.pdf
Committee Application Alternate.pdf

APPLICATION FOR APPOINTMENT TO COMMITTEE OR BOARD

Scott Webster
4417 Page Ave
Sebring, FL 33875
863-381-2162
webster.scott9@gmail.com

I wish to be appointed to the following board, committee, authority or special activity of the Highlands County Board of County Commissioners:

Construction Licensing, Enforcement and Appeals Board

As a: Regular Member

Employment Experience: 29 years in the Plumbing Construction Industry. Over my 29 years in the Plumbing Industry, I have held every position from helper, plumber, estimator, permitting, layout and system design, material acquisition, field operations, to my current position as President at Monarch Plumbing Inc, here in Sebring. I have been involved in projects ranging in size from single family homes to large retail, commercial, and industrial projects. These projects have been located from Orlando to Naples and many points in between, including many local projects. While being based here in Highlands County, for the entirety of my career to date.

I look forward to the opportunity to serve the people in Highlands County through the Construction Licensing, Enforcement and Appeals Board.

Education/Special Training

1992 Graduate of Sebring High School

Attended South Florida Community College 1992-94

Certified Plumbing Contractor	CFC1426308
Certified Building Contractor	CBC1253153
Standard Inspector (Plumbing)	BN7249
Medical Gas Certification	14-0109-12

Activities & Interests:
Fishing, Outdoors, Spending time with my family.

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held: None

Are you related to any County employee or County Commissioner: No

Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel: No

Thank You,



Scott Webster

From: Drake, Michelle
To: Lopez, Helen
Subject: FW: Committee Application
Date: Wednesday, September 30, 2020 10:58:04 AM

Hi Helen,
FYI, here is an application we received for CLEAB.
Thanks!

Michelle

Michelle Drake, Executive Assistant
Office of the County Administrator, Highlands County Board of County Commissioners
863-402-6517
P. O. Box 1926, Sebring, FL 33871-1926

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006
Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, September 30, 2020 12:22 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Morgan, Tasha L. <tmorgan@highlandsfl.gov>
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Armando Llado
Address = 524 lotus ave
City = Sebring
State = Fl
Zip_Postal_Code = 33872
Phone = 863-273-2069
Email = Allodo72@yahoo.com
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Regular Member
Current Employment Experience: = Carpentry
Previous Employment Experience: = Carpentry,electrician,kitchen cabinet installer
High School = american academy of pinecrest
College = College
Special Training: = Special Training

Activities & Interest: = Family,work,beach and fishing
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 48
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.91.57.12

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Leah Sauls, Development Services Director** **Gator Howerton, County Engineer** **Chantel Brutus, Tourism Development Assistant**
SUBJECT/TITLE:	**Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.**

STATEMENT OF ISSUE

Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Istokpoga Park Fishing Tournament Facility Improvements is an agreement to accept funds allocated to the TDC to support Istokpoga Park Fishing Tournament Facility Improvements. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses within the SOW.

RECOMMENDED ACTION

Move to approve the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $36,000 to cost center 5306 (Lakes).

Attachments:
20126 - Highlands County - Agreement Final - bee.pdf
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf
20126 - Highlands County - Attachment B - Requirements of the Federal and Florida Single Audit Act FBIP.pdf
20126 - Highlands County - Attachment C - Subrecipient Certifications and Assurances.pdf
20126 - Highlands County - Attachment D - Cost Reimbursement Requirements April 2018.pdf
20126 - Highlands County - Attachment E - Boating Access Performance Tracking and Reporting Forms-DRAFT (version 2).xlsx
20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment G - Monitoring Guidelines.pdf

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20126

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 20126	**State Award Year(s):** 2020
State Award Name(s): Highlands County - Istokpoga Park Fishing Tournament Facility Improvements	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Highlands County Board of County Commissioners, FEID # 59-6000655, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to expand boat trailer parking at the Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program #20126; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000.00

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. Commission Termination. The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct. This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. Termination – Other. The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Termination - Funds Unavailability. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. Grantee Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. Financial Consequences. In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Nickie Stricker
Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
(850) 488-5600
Fax: (850) 488-9284
Email: FBIP@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Chantel Brutus
Tourist Development Admin. Asst.
Highlands County Board of
County Commissioners
501 South Commerce Avenue
Sebring, Florida 33875
(863) 402-6909
Fax: N/A
Email: cbrutus@highlandsfl.gov

11. AMENDMENT.

A. Waiver or Modification. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders. The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulation. The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. Authority. Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Grantee Payments to Subcontractor. If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees. The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor. If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees and Conflict of Interest. This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, 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, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. Certain Violations of Federal Criminal Law. If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Grantee Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Grantee Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, 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.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient

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

G. Energy Efficiency. 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 (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars. As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. Enrollment in E-Verify. If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. E-Verify Recordkeeping. The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Highlands County Board of County Commissioners

_____
Signature

Name: _____

Title: _____

Date: _____

Florida Fish and Wildlife Conservation Commission

_____
Executive Director (or designee)

Name: _____

Title: _____

Date: _____

Approved as to form and legality:

Brandy E. Elliott
_____
FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
Attachment	C	Subrecipient Certifications and Assurances
Attachment	D	Cost Reimbursement Requirements
Attachment	E	Boating Access Performance Tracking and Reporting Forms
Attachment	F	Notice of Grant Agreement (Site Dedication)
Attachment	G	Monitoring Guidelines

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Highlands County Board of County Commissioners (Grantee) will use grant funds to expand boat trailer parking at Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces. With the occurrence of two popular fishing tournaments held by the Grantee, the turn-out of boaters has been higher than expected and expansions need to be made in order to accommodate boating numbers.

B. Project Benefits: Completion of the proposed project will result in an increase to accessible parking spaces for avid and leisure boaters.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30th, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $36,000.

A. Deliverable 1: The Grantee will, through own staff or contracted services, construct and expand the Istokpoga Park parking area with ninety-eight (98) additional pull through trailer parking spaces.

Deliverable 1 Tasks:

- Install approximately ninety-eight (98) new pull through trailer parking spaces.

Compensation: Total payment for this deliverable will not exceed $36,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the parking lot in construction and once completed.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks

completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA Accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach

of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-014, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certificate of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. Project Close-out Report: In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, and permitting, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 6.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the

Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. Acknowledgement: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. Directional Signs: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
	Permitting & Project Inspection Fees	$0	$0	$0
	Site Preparation	$0	$0	$0
	Demolition & Removal	$0	$0	$0
1	Construction	$36,000	$228,670	$264,670
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
	Other Costs	$0	$0	$0
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$36,000**	**$228,670**	**$264,670**
	PERCENTAGE	**13.60%**	**86.40%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 86.40% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 20-014. The total compensation by the Commission shall be $36,000 or 13.60% of the total cost, whichever is less.

C. Pre-Award Costs: The Highlands County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $264,670. The Commission agrees to reimburse the Grantee for an amount not to exceed $36,000 or 13.60% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $228,670 or 86.40% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**

- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment G Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager,

or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. Annual Reports: Following completion of a Construction Project, but not a project~~s~~ that involves only design, engineering, and permitting , the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. Contractor Eligibility: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Subrecipient expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, 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 Subrecipient's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and 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 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

- End of Attachment –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program	$36,000.00
	Total State Awards	$36,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

- End of EXHIBIT 1 -

SUBRECIPIENT CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Subrecipient completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Subrecipient provides the following certifications and assurances:

A. Debarment and Suspension Certification (2 CFR Part 1400)

B. Certification Regarding Lobbying (31 U.S.C. 1352)

C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)

D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)

E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Subrecipient certifies 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 a Federal department or agency;

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

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Subrecipient hereby certifies that neither it, nor any person or affiliate of Subrecipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Subrecipient understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Subrecipient is a Recipient or Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Subrecipient (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
    a. The dangers of drug abuse in the workplace.
    b. The policy of maintaining a drug-free workplace.
    c. Any available drug counseling, rehabilitation and employee assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
    a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Subrecipient is an individual, the Subrecipient certifies that:

1. As a condition of the grant, Subrecipient will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Subrecipient will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Subrecipient hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Subrecipient also hereby certifies that it is not engaged in business operations is Cuba or Syria.

Subrecipient understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Subrecipient to civil penalties, attorney's fees, and/or costs.

If Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Grant.

By signing below, Subrecipient certifies the representations outlined in parts A through E above are true and correct.

_____
(Signature and Title of Authorized Representative)

_____
Subrecipient Date

_____
(Street)

_____
(City, State, ZIP Code)

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the apporoved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. 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 the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(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.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.

(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.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

FORM 1A

Completing the Quarterly Report

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number.
2. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.

Financial History

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

Performance Tracking

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Tile:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS

GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

******Both Grant Manager and Financial Officer should verify and sign off on this section. ******

FORM 1B

Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

Timeline of Events for Reporting Quarter

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

Other

List any additional project information.

Technical Assistance

If technical assistance is needed, please indicate the type of technical assistance required.

Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.

FORM 2

Completing Reimbursement Request FORM 2

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

FORM 3

Detail Of Claims

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable
2. to the reimbursement request.

- **Vendor:** Indicate the vendor used for purchase/service.
- **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
- **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
- **Description:** Brief description of purchase/service provided.
- **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

FORM 4

Instructions for Completing the Time and Effort Reporting (if applicable)

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).

- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

FORM 5

Instructions for Completing the Certification of Completion Statement

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

FORM 6

Completing the Final Project Closeout Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

Date Expenditure(s) Payment Received

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

Program Income, Refund And/or Final Interest Check

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.

FORM 7

Post Award Use & Access Annual Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

FORM 8

Subcontractor List

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

FWC BOATING ACCESS GRANTS
Financial History and Performance Tracking
FORM 1A

Recipient/Subrecipient
Agency/Organization
Street Address
City, State Zip
POC Name
POC Phone

AGREEMENT# _____

QUARTERLY REPORTING DUE DATES		
(Drop box list below select the quarter of activity being reported along with year)		
Period:	Select Period of Performance	

For directions click link Instructions

Financial History Report

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	$ -
Contracted Services				#DIV/0!	$ -
Permitting & Project Inspection Fees				#DIV/0!	$ -
Site Preparation				#DIV/0!	$ -
Demolition & Removal				#DIV/0!	$ -
Construction				#DIV/0!	$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	$ -
Contingency Costs				#DIV/0!	$ -
Other Costs				#DIV/0!	$ -
Pre-Award Costs				#DIV/0!	$ -
Total Expenditures					**$ -**

Performance Tracking

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
TOTAL ***(or Average Percentage)***				**#DIV/0!**	**$ -**	

Cumulative Amount Previously Submitted for Reimbursement _____ Total Received _____

I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.

Signed:_____ Date: _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____

Financial Officer

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 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.

FWC BOATING ACCESS GRANTS
Quarterly Status Report
FORM 1B

Recipient/Subrecipient

Agency/Organization

Street Address

City, State Zip

POC Name

AGREEMENT#

INSTRUCTIONS

For instructions on completing

click the HELP button

PROJECT STATUS (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

TECHNICAL ASSISTANCE

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.

Signed:_____ Date: _____

Grant Manager

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.

FWC BOATING ACCESS GRANTS

REIMBURSEMENT REQUEST

FORM 2

Recipient/Subrecipient
Agency/Organization
Street Address
City, State Zip
POC Name
POC Phone

AGREEMENT# _____

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

COSTS INCURRED DURING THE PERIOD OF: _____ **THROUGH** _____

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
Totals	$ -	$ -	$ -	$ -
Percentage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____

Financial Officer

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 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.

TO BE COMPLETED BY FWC STAFF

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	
REMAINING BALANCE	#VALUE!

TOTAL AMOUNT TO BE PAID

ON THIS INVOICE

DATE SUBMITTED TO FWC _____

FWC BOATING ACCESS GRANTS

DETAIL OF CLAIMS BY CATEGORY

FORM 3

Complete this form once for each category claimed in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: Agency/Organization **AGREEMENT #** #VALUE!

COST INCURRED DURING THE PERIOD OF: January 0, 1900 **THROUGH** #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
				TOTAL EXPENDITURES	$ -	$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

FWC BOATING ACCESS GRANTS
TIME AND EFFORT
FORM 4

This form is required to accompany reimbursement claims for salaries credited as match/cost share to the grant.

Employee Name: _____

Pay Period: _____ TO _____ **Indicate Contracted Hours for Pay Period** _____

		Week 1								Week 2								Grand Total
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	Administration Costs (max 5% of total)								0								0	0
2	Vacation								0								0	0
3	Sick Time								0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
7									0								0	0
8									0								0	0
9									0								0	0
10									0								0	0
11									0								0	0
12									0								0	0
13									0								0	0
14									0								0	0
	Daily Totals	0	0	0	0	0	0	0	**0**	0	0	0	0	0	0	0	0	0
									Week One Total								**Week Two Total**	**0**

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.

Employee Signature: **Date:**

I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.

Supervisor Signature: **Date:**

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 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.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
FORM 5

CERTIFICATION OF COMPLETION STATEMENT

Grant Program: **FWC Agreement #** _____

_____ Boating Infrastructure Grant Program (BIGP)
_____ Florida Boating Improvement Program (FBIP)
_____ Sportfish Restoration Program (SFR)

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 0 _____ has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. § 837.06, Florida Statutes.

CERTIFICATION BY COMMISSION

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

_____
(Division)

_____ _____
(Signature) (Date)

_____
(Print ot Type Name and Title)

Inspected: _____ Yes _____ No or N/A _____ Engineer Reviewed

_____ _____
(Name of Inspector/Engineer) (Date of Inspection)

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
PROJECT CLOSE-OUT REPORT
FORM 6

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

Agency/Organization	**0**
RECIPIENT / SUBRECIPIENT	AGREEMENT #
Street Address	**$ -**
ADDRESS	AGREEMENT AMOUNT
City, State Zip	
CITY AND STATE	AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES	(3) DATE EXPENDITURE(S) PAYMENT RECEIVED DATE*	(4) AMOUNT
Administration Costs (max 5% of total)			
Contracted Services			
Permitting & Project Inspection Fees			
Site Preparation			
Demolition & Removal			
Construction			
Equipment (Rental or In-Kind Use)			
Contingency Costs			
Other Costs			
Pre-Award Costs			
Total	$ -	Total	$ -

Please Indicate Amounts For The Following:

Agreement Amount	$ -
Total Expenditures	$ -
Deobligated Funds	$ -

Was income earned on the project during the POP? Y/N

Were funds expended in accordance with agreement terms? Y/N

All quarterly reports submitted up to current reporting period? Y/N

Certification of Completion & photos submitted? Y/N

REFUND AND/OR PROGRAM INTEREST CHECK

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: **01/00/00**

Make check payable to : **Florida Fish & Wildlife Conservation Commission**

Grants & Revenue Section
Florida Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: _____ **Date:** _____
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ **Date:** _____
Financial Officer

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 State or 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.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
POST AWARD USE & ACCESS ANNUAL REPORT
FORM 7

Recipient: _____ **FWC AGREEMENT #** _____

Project Title: _____

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

$

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Acopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____ Date: _____

Title: _____

Submitted by: _____

Title: _____

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
FORM 8

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
DUNS/Unique Identifier	DUNS/Unique Identifier
DUNS/Unique Entity ID	DUNS/Unique Entity ID

SITE DEDICATION / NOTICE OF GRANT AGREEMENT

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

_____	_____
Original signature	Witness
_____	_____
Printed Name	Printed Name
_____	_____
Title	Witness
_____	_____
Date	Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who produced _____ as identification.

Stamp:

_____
Notary Public, State of Florida

Monitoring Guidelines

Florida has enhanced state and local capacity for pubic boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined may include:

Management and administrative procedures;
Grant folder maintenance;
Accounting system;
Program for obsolescence;
Status of expenditures;
Status of planning, design and engineering activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NEPA/Section 7/EHP compliance documentation;
Equal Employment Opportunity (EEO Status);
Americans with Disabilities Act (ADA Status);
Procurement Policy
Procurement documents
Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Leah Sauls, Development Services Director** **Clinton Howerton, County Engineer**
SUBJECT/TITLE:	**Request to approve site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of the dedication and execution of the FWC Florida Boating Improvement Grant contract for Istokpoga Park Fishing Tournament Facility Improvements per Scope of Work, Item I (Site Dedication).**

STATEMENT OF ISSUE

SITE DEDICATION / NOTICE OF GRANT AGREEMENT
This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

RECOMMENDED ACTION

Move to approve site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of the dedication and execution of the FWC Florida Boating Improvement Grant contract for Istokpoga Park Fishing Tournament Facility Improvements.

FISCAL IMPACT

No fiscal Impact

Attachments: 20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf

SITE DEDICATION / NOTICE OF GRANT AGREEMENT

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature	Witness
Printed Name	Printed Name
Title	Witness
Date	Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who produced _____ as identification.

Stamp:

_____
Notary Public, State of Florida

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Highlands County Board of County Commissioners (Grantee) will use grant funds to expand boat trailer parking at Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces. With the occurrence of two popular fishing tournaments held by the Grantee, the turn-out of boaters has been higher than expected and expansions need to be made in order to accommodate boating numbers.

B. Project Benefits: Completion of the proposed project will result in an increase to accessible parking spaces for avid and leisure boaters.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30th, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $36,000.

A. **Deliverable 1**: The Grantee will, through own staff or contracted services, construct and expand the Istokpoga Park parking area with ninety-eight (98) additional pull through trailer parking spaces.

Deliverable 1 Tasks:

- Install approximately ninety-eight (98) new pull through trailer parking spaces.

Compensation: Total payment for this deliverable will not exceed $36,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the parking lot in construction and once completed.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks

completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA Accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach

of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-014, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certificate of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. Project Close-out Report: In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, and permitting, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 6.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the

Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. Acknowledgement: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. Directional Signs: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
	Permitting & Project Inspection Fees	$0	$0	$0
	Site Preparation	$0	$0	$0
	Demolition & Removal	$0	$0	$0
1	Construction	$36,000	$228,670	$264,670
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
	Other Costs	$0	$0	$0
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$36,000**	**$228,670**	**$264,670**
	PERCENTAGE	**13.60%**	**86.40%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 86.40% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 20-014. The total compensation by the Commission shall be $36,000 or 13.60% of the total cost, whichever is less.

C. Pre-Award Costs: The Highlands County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $264,670. The Commission agrees to reimburse the Grantee for an amount not to exceed $36,000 or 13.60% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $228,670 or 86.40% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**

- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment G Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager,

or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. Annual Reports: Following completion of a Construction Project, but not a project~~s~~ that involves only design, engineering, and permitting , the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. Contractor Eligibility: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request approval to appoint one (1) alternative member, Tom Wright, to the Lake Istokpoga Management Committee (LIMC).**

STATEMENT OF ISSUE

The LIMC recommends Tom Wright for appointment as the alternative member of the Friends of Istokpoga position for a four (4) year term as applied.

RECOMMENDED ACTION

Move to appoint Tom Wright, to the Lake Istokpoga Management Committee (LIMC) as an alternative member of the Friends of Istokpoga position.

FISCAL IMPACT

No fiscal impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request approval of The Highlands County Ship Program Annual Report for 2017-2018, 2018-2019 and 2019-2020.**

STATEMENT OF ISSUE

Each year, the State Housing Initiatives Partnership (SHIP) program awards grant funding to be spent on eligible housing activities in accordance with Highlands County's Local Housing Assistance Plan (LHAP). The LHAP guidance procedures allow for a two-year grant encumbrance period, followed by an additional year to expend all funding as allowed by state rule. For example, Fiscal Year 2016 Grant Funding expenditure deadline was June 30, 2020.

Florida Housing Trust Fund, the oversite agency for SHIP, disbursed approximately $22.5 million in SHIP funds during Fiscal Year 2017-2018. Highlands County received $457,197 in standard SHIP funding, plus $150,000 in Disaster Relief Funding, and generated $166,480.78 from participant loan repayment.

Each year, Highlands County submits an annual report for the three distributions (FY 2017-2018, 2018-2019 and 2019-2020). The State requests for the Board to review and approve the Highlands County SHIP Program Annual Report to the Florida Housing Finance Corporation, the SHIP Fiscal Agent, for Grant Years 2017-2018, 2018-2019 (Interim Year 1) and 2019-2020 (Interim Year 2).

Please see Attachment 1 for breakdown of programs by income levels.

RECOMMENDED ACTION

Move to approve The Highlands County Ship Program Annual Report for 2017-2018, 2018-2019 and 2019-2020.

FISCAL IMPACT

No Fiscal Impact

Attachments: ShipAnnualReport 17-18 2-25-21.pdf
Attachment 1 Income Level Breakdown 2017-2018.PDF
ARCERT2017-2018.pdf

Title: SHIP Annual Report

Report Status: Unsubmitted w/Extension

Highlands County FY 2017/2018 Closeout

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	$235,737.66	12				
3	Rehabilitation	$283,406.42	16				
5	Disaster Assistance	$156,183.73	31				
6	Emergency Repair	$10,537.66	3				
	Homeownership Totals:	**$685,865.47**	**62**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
14	Rental Development	$40,049.00	11				
	Rental Totals:	**$40,049.00**	**11**				
	Subtotals:	**$725,914.47**	**73**				

Additional Use of Funds

Use	Expended
Administrative	$45,774.80
Homeownership Counseling	
Admin From Program Income	$8,222.02
Admin From Disaster Funds	

Totals:	**$779,911.29**	**73**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$457,748.00
Program Income (Interest)	$5,191.12
Program Income (Payments)	$161,289.66
Recaptured Funds	$.00
Disaster Funds	$150,000.00
Other Funds	
Carryover funds from previous year	$7,012.20
Total:	**$781,240.98**

*** Carry Forward to Next Year: $1,329.69**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	303	357	519	665	756
VLI	456	488	586	677	756
LOW	730	782	938	1,084	1,210
MOD	1,095	1,173	1,407	1,626	1,815
Up to 140%	1,277	1,368	1,641	1,897	2,117

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$725,914.47	36.18%
Public Moneys Expended		.00%
Private Funds Expended	$1,124,854.00	56.07%
Owner Contribution	$155,486.71	7.75%
Total Value of All Units	$2,006,255.18	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$685,865.47	$614,760.20	111.57%	65%
Construction / Rehabilitation	$649,750.74	$614,760.20	105.69%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds % *
Extremely Low	$251,040.57	32.13%
Very Low	$93,916.57	12.02%
Low	$244,245.40	31.26%
Moderate	$136,711.93	17.50%
Over 120%-140%		.00%
Totals:	$725,914.47	92.92%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$152,989.91	16	$98,050.66	21	$251,040.57	37
Very Low	$82,616.57	7	$11,300.00	2	$93,916.57	9
Low	$183,994.06	10	$60,251.34	8	$244,245.40	18
Moderate	$133,174.16	8	$3,537.77	1	$136,711.93	9
Over 120%-140%		0		0	$.00	0
Totals:	$552,774.70	41	$173,139.77	32	$725,914.47	73

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Purchase Assistance	Unincorporated		2	1	6		9
Purchase Assistance	Avon Park			1			1
Purchase Assistance	Sebring	1		1			2
Rehabilitation	Unincorporated	5	2	5	1		13
Emergency Repair	Unincorporated		2	1			3
Disaster Assistance	Unincorporated	15	2	6	1		24
Rehabilitation	Lake Placid				1		1
Rehabilitation	Avon Park			1			1
Disaster Assistance	Avon Park	1		2			3
Rehabilitation	Sebring	1					1
Disaster Assistance	Sebring	4					4
Rental Development	Avon Park	5					5
Rental Development	Sebring	5	1				6
	Totals:	**37**	**9**	**18**	**9**		**73**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Unincorporated		4	5		9
Purchase Assistance	Avon Park		1			1
Purchase Assistance	Sebring		1		1	2
Rehabilitation	Unincorporated			7	6	13
Emergency Repair	Unincorporated			1	2	3
Disaster Assistance	Unincorporated		8	9	7	24
Rehabilitation	Lake Placid		1			1

Rehabilitation	Avon Park			1		1
Disaster Assistance	Avon Park		1	1	1	3
Rehabilitation	Sebring			1		1
Disaster Assistance	Sebring		1	3		4
Rental Development	Avon Park		1	2	2	5
Rental Development	Sebring			2	4	6
	Totals:		**18**	**32**	**23**	**73**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	Unincorporated	3	6		9
Purchase Assistance	Avon Park		1		1
Purchase Assistance	Sebring		2		2
Rehabilitation	Unincorporated	7	6		13
Emergency Repair	Unincorporated	2	1		3
Disaster Assistance	Unincorporated	9	12	3	24
Rehabilitation	Lake Placid			1	1
Rehabilitation	Avon Park		1		1
Disaster Assistance	Avon Park		2	1	3
Rehabilitation	Sebring		1		1
Disaster Assistance	Sebring		3	1	4
Rental Development	Avon Park	5			5
Rental Development	Sebring	6			6
	Totals:	**32**	**35**	**6**	**73**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Purchase Assistance	Unincorporated	4	2	3				9
Purchase Assistance	Avon Park	1						1
Purchase Assistance	Sebring	1	1					2
Rehabilitation	Unincorporated	2	6	5				13
Emergency Repair	Unincorporated	1	1	1				3
Disaster Assistance	Unincorporated	9	6	9				24
Rehabilitation	Lake Placid			1				1
Rehabilitation	Avon Park		1					1
Disaster Assistance	Avon Park		2	1				3
Rehabilitation	Sebring			1				1

Disaster Assistance	Sebring	1	2	1				4
Rental Development	Avon Park	2	2	1				5
Rental Development	Sebring	4		1		1		6
	Totals:	**25**	**23**	**24**		**1**		**73**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Purchase Assistance	Unincorporated				0
Purchase Assistance	Avon Park				0
Purchase Assistance	Sebring			1	1
Rehabilitation	Unincorporated			6	6
Emergency Repair	Unincorporated			2	2
Disaster Assistance	Unincorporated	1		7	8
Rehabilitation	Lake Placid				0
Rehabilitation	Avon Park			1	1
Disaster Assistance	Avon Park			2	2
Rehabilitation	Sebring			1	1
Disaster Assistance	Sebring				0
Rental Development	Avon Park			2	2
Rental Development	Sebring			4	4
	Totals:	**1**		**26**	**27**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
Purchase Assistance	Educator/School Employee	50,000.00	2
Purchase Assistance	Nurse/Healthcare	68,793.72	4
Purchase Assistance	Government Employee	40,000.00	2
Purchase Assistance	Retail Sales	19,518.94	1
Rehabilitation	Educator/School Employee	25,530.95	1
Rehabilitation	Nurse/Healthcare	32,168.22	3
Disaster Assistance	Building Trades	12,469.40	4
Disaster Assistance	Service Industry	30,277.01	8
Rehabilitation	Service Industry	41,723.76	2
Disaster Assistance	Nurse/Healthcare	8,560.34	4
Disaster Assistance	Educator/School Employee	3,255.98	1

Disaster Assistance	Retail Sales	3,400.00	2
Disaster Assistance	Hospitality/Tourism Industry	1,647.00	1

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Adopted	1998
Ongoing review process		Required	Adopted	1998
Impact fee modifications		AHAC Review	Adopted	2008
Other	Affordable and Workforce Housing	AHAC Review	Adopted	2008

Support Services

Purchase assistance applicants received pre-purchase education and guidance. Housing staff either on the phone or on a one on basis, explains the SHIP Strategies and the steps to home buying.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The Annual Report is made available for public inspections at the Housing Office located at 501 S. Commerce Ave. Sebring, FL. Monday through Friday from 8:00am to 5:00pm. Posed on our County Website as of August 21, 2019.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **972**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **4**

C. Moderate households in foreclosure: **1**

Foreclosed Loans Life-to-date: **5**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.51**

Mortgage Defaults

A. Very low income households in default: **1**

B. Low income households in default: **2**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **3**

SHIP Program Default Percentage Rate Life to Date: **0.31**

Strategies and Production Costs

Strategy	Average Cost
Disaster Assistance	$5,038.18
Emergency Repair	$3,512.55
Purchase Assistance	$19,644.81
Rehabilitation	$17,712.90
Rental Development	$3,640.82

Expended Funds

Total Unit Count: **73** Total Expended Amount: **$725,914.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Purchase Assistance	Amy Shepard	2530 N Arrowhead Rd	Avon Park	33825	$30,000.00	
Purchase Assistance	Doris Perez	3126 Grouper Drive	Sebring	33870	$25,843.72	
Purchase Assistance	Mary Banks	801 Vizcaya Ct.	Sebring	33870	$7,950.00	
Purchase Assistance	Shantay Grimes	211 Loon Ave.	Sebring	33872	$20,000.00	
Purchase Assistance	Brittany Townsend	500 E Riviera St.	Avon Park	33825	$29,925.00	
Purchase Assistance	Samantha Rodriguez	6041 Wilson Terr.	Sebring	33876	$20,000.00	
Purchase Assistance	Kelvin Rosa-Pagan	4800 Whiting Dr.	Sebring	33870	$19,518.94	
Purchase Assistance	Micki Nottingham	1211 Highland Dr.	Sebring	33870	$20,000.00	
Purchase Assistance	Kayla Soto	2628 Dolphine Dr.	Sebring	33870	$20,000.00	
Purchase Assistance	Linda Tapp	4711 Howard St.	Sebring	33870	$25,000.00	
Purchase Assistance	Tamara Jean-Pierre	750 Hibiscus St.	Sebring	33870	$10,000.00	
Purchase Assistance	Paula Smith	7304 Honeysuckle Dr	Sebring	33876	$7,500.00	
Rehabilitation	Shawanna McCullors	4712 Muriel Ave.	Sebring	33870	$25,530.95	
Rehabilitation	Irene Fassnacht	718 Lake Sebring Blvd	Sebring	33870	$38,879.00	
Rehabilitation	Carmen Nieves	2734 King Dr.	Sebring	33870	$38,879.00	
Rehabilitation	Carla Dennard	3208 King Dr	Sebring	33870	$4,235.39	
Emergency Repair	Susan Niemi	839 Archie Summers Rd	Lake Placid	33852	$4,194.66	

Disaster Assistance	Pennie Fuller	602 Aston Martin Dr.	Sebring	33870	$5,985.00	
Disaster Assistance	Adelina Soto	4103 Urbino St.	Sebring	33872	$7,644.00	
Rehabilitation	Jessica Domenech	508 Plaza Ave.	Lake Placid	33852	$20,424.73	
Rehabilitation	Olga Arocho	5917 County Rd 17 S.	Sebring	33876	$3,754.81	
Emergency Repair	Olga Arocho	5917 County Rd 17 S.	Sebring	33876	$3,355.00	
Rehabilitation	Diana Rivera	3224 Marlin Dr	Sebring	33870	$6,463.00	
Rehabilitation	Amise Winters	219 Loon Ave.	Sebring	33872	$25,541.18	
Emergency Repair	Amise Winters	219 Loon Ave.	Sebring	33872	$2,988.00	
Rehabilitation	Louis Bates	1215 Lake Lotela Dr	Avon Park	33825	$20,001.68	
Disaster Assistance	Louis Bates	1215 Lake Lotela Dr	Avon Park	33825	$10,000.00	
Rehabilitation	Myrna Tuff	2818 W Charing Rd	Avon Park	33825	$12,800.00	
Disaster Assistance	Myrna Tuff	2818 W Charing Rd	Avon Park	33825	$10,000.00	
Disaster Assistance	Candido De La Vega-Martinez	13511 Hull St.	Sebring	33875	$3,685.00	
Disaster Assistance	Rosalee Lewis	3818 Dauphine St	Sebring	33872	$9,810.00	
Disaster Assistance	Ana Vanderford	131 Highlands Lake Dr	Lake Placid	33852	$3,260.00	
Disaster Assistance	Mason Leon	423 Ed Carter St.	Avon Park	33825	$9,685.00	
Disaster Assistance	Efrain Galvan	3133 King Dr.	Sebring	33870	$10,000.00	
Rehabilitation	Angelica Mendoza	4807 Seventh St	Sebring	33870	$5,558.69	
Rehabilitation	India Cobb	1764 N Ernest Rd	Avon Park	33825	$5,280.49	
Rehabilitation	Nancesowee Sullivan	3412 Sparta Rd	Sebring	33870	$29,896.20	
Disaster Assistance	Chelsea McGuire	328 Highlands Ave.	Lake Placid	33852	$10,000.00	
Disaster Assistance	Amy Hufford	7 Mia Casa Lane	Lake Placid	33852	$10,000.00	
Rehabilitation	Amy Hufford	7 Mia Casa Lane	Lake Placid	33852	$11,827.56	
Disaster Assistance	Gladys Febus-Ramos	259 Tahiti Ave	Lake Placid	33852	$10,000.00	
Rehabilitation	Gladys Febus-Ramos	259 Tahiti Ave	Lake Placid	33852	$17,377.70	
Disaster Assistance	Lavonda Matthews	720 E. O Douglas Ave	Sebring	33870	$10,000.00	
Disaster Assistance	Raul Sotero	107 Pear Ave. NW	Lake Placid	33852	$10,000.00	
Rehabilitation	Raul Sotero	107 Pear Ave. NW	Lake Placid	33852	$16,956.04	

Disaster Assistance	David Hare	2702 N. Brandon Rd.	Avon Park	33825	$2,748.00	
Disaster Assistance	Andrew Castillo	300 Whatley Blvd.	Sebring	33870	$3,537.77	
Disaster Assistance	Fidencio Castillo	4512 Garden Ave.	Sebring	33875	$2,498.63	
Disaster Assistance	Sharon Ouellette	2 Joann St.	Sebring	33870	$2,272.71	
Disaster Assistance	Naseana Sullivan	3269 Country Hill Rd	Sebring	33872	$1,420.00	
Disaster Assistance	Isabel Gonzalez	215 Robin Ave.	Sebring	33870	$2,473.59	
Disaster Assistance	Amanda Armstead	3826 Sarria Ave	Sebring	33872	$3,367.63	
Disaster Assistance	Mario Solis	3001 Villa Rd.	Sebring	33870	$2,685.99	
Disaster Assistance	Ashley Fernandez	38174 Ezra Circle	Avon Park	33825	$1,596.00	
Disaster Assistance	ToiAnetsah Hicks	7524 Sun N Lake Blvd	Sebring	33872	$3,255.98	
Disaster Assistance	Stuart Adams	4005 Lakehaven Blvd	Sebring	33875	$92.46	
Disaster Assistance	Akosua Jackson	1616 Penny Ave	Sebring	33870	$2,100.00	
Disaster Assistance	Briana Boothe	322 Jay Ave	Sebring	33870	$2,018.97	
Disaster Assistance	Cynthia Monk	1920 Brunns Rd. #70	Sebring	33872	$1,300.00	
Disaster Assistance	Morgan Martin	104 Stephanie Lane	Sebring	33872	$1,647.00	
Disaster Assistance	Andrea Schaefer	5635 Granada Blvd.	Sebring	33872	$1,600.00	
Disaster Assistance	Tamika Sims	1326 Lucas Dr	Sebring	33870	$1,500.00	
Rental Development	Patricia Butterfield	18 N. Lotela Ave.	Avon Park	33825	$3,640.82	
Rental Development	Frances Goff	18 N. Lotela Ave.	Avon Park	33825	$3,640.82	
Rental Development	Christa Martin	18 N. Lotela Ave.	Avon Park	33825	$3,640.82	
Rental Development	Sara Moore	18 N. Lotela Ave.	Avon Park	33825	$3,640.82	
Rental Development	Maria Rivera	18 N. Lotela Ave.	Avon Park	33825	$3,640.82	
Rental Development	Alejandro Lopez Jr	1502 Queen Palm Ave	Sebring	33870	$3,640.82	
Rental Development	John Smith	1502 Queen Palm Ave	Sebring	33870	$3,640.82	
Rental Development	Michael Babich	1502 Queen Palm Ave	Sebring	33870	$3,640.82	
Rental Development	Raymond Smith	1502 Queen Palm Ave	Sebring	33870	$3,640.82	

Rental Development	Raymond Jackson	1502 Queen Palm Ave	Sebring	33870	$3,640.82	
Rental Development	Timothy Cypress	1502 Queen Palm Ave	Sebring	33870	$3,640.80	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Highlands County Housing	Local Government	All	Full Implementation of Housing Programs	$45,774.80
Highlands County Housing	Local Government	All	Full Implementation of Housing Programs	$8,222.02

Program Income

Program Income Funds	
Loan Repayment:	$161,289.66
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$5,191.12
Total:	**$166,480.78**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	
Approved	
Denied	

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By
Ridge Area ARC Inc		4352 Incependence St	Avon Park	33825	$40,049.00	10	

Single Family Area Purchase Price

The average area purchase price of single family units: 112,725.00

Or

Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	Purchase Assistance	$25,000.00	1		
3	Rehabilitation	$53,993.11	4		
5	Disaster Assistance	$75,985.00	8		
6	Emergency Repair	$4,194.66	1		
14	Rental Development	$40,049.00	11		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(2) Purchase Assistance	Receiving Social Security Disability Insurance	$25,000.00	1		
(3) Rehabilitation	Receiving Social Security Disability Insurance	$17,035.39	2		
(6) Emergency Repair	Person with Disabling Condition (not DD)	$4,194.66	1		
(5) Disaster Assistance	Person with Disabling Condition (not DD)	$5,985.00	1		
(3) Rehabilitation	Receiving Veterans Disability Benefits	$20,001.68	1		
(5) Disaster Assistance	Receiving Veterans Disability Benefits	$10,000.00	1		
(5) Disaster Assistance	Receiving Social Security Disability Insurance	$50,000.00	5		
(5) Disaster Assistance	Receiving Supplemental Security Income	$10,000.00	1		
(3) Rehabilitation	Receiving Supplemental Security Income	$16,956.04	1		
(14) Rental Development	Developmental Disabilities	$40,049.00	11		

Provide a description of efforts to reduce homelessness:

Housing staff works with other agencies, such as the Homeless Coalition, United Way, Salvation Army, Volunteers of America and local faith based organizations.

Interim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	$350,000.00	
Program Income	$282,629.28	
Program Funds Expended	$508,754.07	
Program Funds Encumbered	$54,392.21	
Total Administration Funds Expended	$7,239.75	
Total Administration Funds Encumbered	$41,891.71	
Homeownership Counseling		
Disaster Funds		
65% Homeownership Requirement	$563,146.28	160.90%
75% Construction / Rehabilitation	$518,377.74	148.11%
30% Very & Extremely Low Income Requirement	$160,190.56	25.32%
30% Low Income Requirement	$210,620.96	33.29%
20% Special Needs Requirement	$184,807.57	29.21%
Carry Forward to Next Year		

Interim Year 2	
State Annual Distribution	$350,000.00
Program Funds Expended	$366,937.88
Program Funds Encumbered	$182,197.13

LG Submitted Comments:

Attachment I

GRANT YEAR 2017-2018

Down Payment Assistance	Extremely Low Inco	Very Low Income	Low Income	Moderate Income
Number of Clients Assisted	1	1	4	6
Average Amount Assisted	$ 25,000.00	$ 25,843.72	$ 19,356.25	$ 17,911.49
Average Purchase Price	$ 69,900.00	$ 72,900.00	$ 121,475.00	$ 120,666.67
Rehabilitation				
Number of Clients Assisted	6	3	6	3
Average Amount Assisted	$ 18,089.63	$ 6,391.61	$ 22,263.51	$ 9,531.85
Average Home Value	$ 42,665.00	$ 72,441.67	$ 72,585.53	$ 60,236.67
Emergency Repair				
Number of Clients Assisted	0	2	0	0
Average Amount Assisted		$ 3,774.83		
Average Home Value		$ 54,582.50		
Disaster Assistance				
Number of Clients Assited	7	1	6	0
Average Amount Assisted	$ 7,798.43	$ 10,000.00	$ 9,246.67	$ -
Average Home Value	$ 55,457.43	$ 41,954.00	$ 96,361.00	$ -
Disaster Assistance-Rental/Mortgage COVID			Total of Assistance $38,095.95	
Rental Development/Special Needs	0	0	Total of Assistance $40,049.00	

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Highlands County Board of County Commissioners (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2017-2018 and interim years 2018-2019, 2019-2020.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: Lucy Castillo

_____	_____
Witness Signature Date	Chief Elected Official or Designee Signature Date
_____	_____
Witness Printed Name	Chief Elected Official or Designee Printed Name
_____	
Witness Signature Date	
_____	
Witness Printed Name	

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Request approval of the Heartland Triathlon - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.**

STATEMENT OF ISSUE

Heartland Triathlon- Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the TDC to support Heartland Triathlon. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Heartland Triathlon 2021.

RECOMMENDED ACTION

Move to approve of the Heartland Triathlon - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $5,000.00 to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_Contract_-_Heartland_Triathlon.pdf

DocuSign Envelope ID: 1737DAF1-A25E-48DD-A511-AEDDA026CBB3

2/23/2021

Visit Sebring
Chantel Brutus, Administrative Assistant
501 S Commerce Avenue
Sebring, FL 33870

Dear Chantel

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$5,000 for Heartland Triathlon

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
    - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
    - An invoice supporting charges paid above.
    - Proof of display of FSF Branding. Such branding will be in the following forms:
        - Display of the “COME PLAY IN FLORIDA” logo on event website,
        - Display of the “COME PLAY IN FLORIDA” banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

DocuSign Envelope ID: 1737DAF1-A25E-48DD-A511-AEDDA026CBB3

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **2/23/2021** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** , hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Chantel Brutus
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Heartland Triathlon - 6/11/2021 thru 6/13/2021**

(d) Total Amount of Grant**: $ 5,000**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **2/23/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

DocuSign Envelope ID: 1737DAF1-A25E-48DD-A511-AEDDA026CBB3

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

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(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

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Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
_____	_____
Angela Suggs, President& CEO	Signature - Authorized Agent
_____	_____
Date	Title
	_____
	Date

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Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

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2021 Budget

Income		
	Athletes	104,000.00
	Sponsors	32,000.00
Total Income		136,000.00
Expenses		
	Awards	6,250.00
	Advertising	17,000.00
	Competitor Shirts	9,500.00
	Competitor SWAG	26,500.00
	Timing/Scoring	6,200.00
	Public Safety	7,500.00
	Ice	2,500.00
	Portolets	3,500.00
	Food	4,050.00
	Sound System	1,950.00
	Fencing	1,650.00
	Life Guards	2,100.00
	Bibs	1,100.00
	Photographer	1,250.00
	Website	1,500.00
	Volunteer Contributions	10,500.00
	City/County PD/FD/PW	15,000.00
	Rent	2,500.00
	USAT	780.00
	Swim Caps	3,400.00
	Volunteer Shirts	1,650.00
	Leader Shirts	750.00
Total Expense		127,130.00
Net Income		8,870.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Request approval of the Sebring Multisport Festival - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.**

STATEMENT OF ISSUE

Sebring Multisport Festival- Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the TDC to support Sebring Multisport Festival. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Sebring Multisport Festival Event 2020.

RECOMMENDED ACTION

Move to approve of the Sebring Multisport Festival - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $3,560.00 to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_Contract_-_Sebring_Multisport_Festi.pdf

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2/23/2021

Visit Sebring
Chantel Brutus, Administrative Assistant
501 S Commerce Avenue
Sebring, FL 33870

Dear Chantel

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$3,560 for Sebring Multisport Festival

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
    - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
    - An invoice supporting charges paid above.
    - Proof of display of FSF Branding. Such branding will be in the following forms:
        - Display of the “COME PLAY IN FLORIDA” logo on event website,
        - Display of the “COME PLAY IN FLORIDA” banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

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FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **2/23/2021** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** **,** hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Chantel Brutus
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Sebring Multisport Festival - 4/30/2021 thru 5/2/2021**

(d) Total Amount of Grant**: $ 3,560**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **2/23/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

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(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

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(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

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Grantor.

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(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

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By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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 has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
_____	_____
Angela Suggs, President& CEO	Signature - Authorized Agent
_____	_____
Date	Title
	_____
	Date

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Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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Business Plan for Sebring Multisport Festival

Integrity Multisport Inc. will be organizing the Sebring Multisport Festival. Robert Childers is the CEO and Mercedes Childers is the CFO. Together we have over 24 years of experience organizing multisport events and have organized over 200 distinct events with over 83,500 participants served.

For 2021, we are applying to offer World Championship Qualification slots in 5 different races that are part of the overall event. The 2020 National Championship in Miami, the we founded, was cancelled for 2020, so slots are available and we are the front runner to be selected to offer them at the Sebring Multisport Festival. The 2019 version of the event in Miami had over 2100 participants, up from 500 in 2004 when we first organized the event.

The event will have its own responsive (mobile friendly) website, Facebook page, and Instagram account. We will have an intern monitor all social media and keep posting engaging content at least weekly. We will put a heavy focus on spending the weekend in Sebring and all of the other fun stuff to do there, especially when bringing the family along!

We will spend $15,500 on approved giveaways and promotional items with the Sebring logo that will be given away at other events to promote the Sebring Multisport Festival as well as to be given away at the event to keep it top of mind so participants come back next year.

The event will also be promoted at all other Integrity Multisport hosted and partner events (20+ planned for 2020) via flyers and race announcements. Flyers will also be distributed to bike shops and running stores throughout the state and handed out at various event throughout the state as well.

The expected attendence for the first 5 years is as follows, with roughly the same # of room nights:

2021-700
2022-800
2023-900
2024-1000
2025-1100

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EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Advertising Expenses	$17,000
Promotional Items	$15,500
Facility Fees	$1,500
Police	$12,000
Event Staff	$10,000
Awards	$5,000
EMS/Lifeguards	$2,500
Food	$2,000
Port-o-johns	$2,000
Entertainment	$1,000
Race Numbers, Swim Caps	$1,500
Security	$1,000
Travel Expenses	$2,500
Officials and Sanctioning Fees	$ $1,500
TOTAL EVENT EXPENSES	$ $75,000
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Out-of-County Advertising (google retargeting, Facebook, targeted email, SEO, SEM)	$14,000
Direct Mail, Flyers, Posters	$3,000
Promotional Items (t-shirts, hats, mouse pads, tote bags, swim cap, keychain, glass, pictures)	$15,500
Facility Fees	$1,500
TOTAL TDC EXPENSES	$ $34,000

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EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Registrations	60,000
Visit Sebring/TDC Funding Request	$ 34,000
TOTAL INCOME ALL SOURCES	$ 94,000

DocuSign Envelope ID: 6850C8F6-384F-47CC-8EA5-AEF8148BBE1D

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library, Category 2 Professional Engineering Services, and execute agreements between Highlands County and fourteen (14) proposers.**

STATEMENT OF ISSUE

Attached is the Recommendation for Award and fourteen (14) Agreements for providing Professional Engineering services as needed. RFP 20-024 Professional Services Library of Consultants was advertised August 29, and September 5, 2020, and contained six categories: Architectural, Engineering, Landscape Architecture, Registered Surveyor & Mapper Services, Planning, and Construction Engineering & Inspection Services. There were forty-four (44) responding proposals received September 29, 2020. The evaluations and recommendations for award were conducted by category. Due to the number of submissions, the award recommendations and Agreements will be brought before the Board for approval by category as they are completed.

Category 2, Professional Engineering Services, received sixteen (16) submissions. The evaluation committee met December 9, 2020, and determined it was in the best interest of the County to recommend award to fourteen (14) proposers. The principal feature of the Agreement is to provide various Professional Engineering services related to tasks and projects hereinafter, for a period of five (5) years, as outlined in RFP 20-024.

RECOMMENDED ACTION

Move to approve and award RFP 20-024 Continuing Services Library, Category 2 Professional Engineering Services, and authorize the Board Chair to execute fourteen (14) Agreements between Highlands County and the following proposers: CivilSurv Design Group Inc, Cool and Cobb Engineering Company, ECS Florida LLC, Johnson Engineering Inc, Jones Edmunds & Associates Inc, Kimley-Horn and Associates Inc., Matern Professional Engineering Inc, Patel, Greene & Associates, LLC, Royal Consulting Services, Inc., TRC Worldwide Engineering Inc, Universal Engineering Sciences LLC, The Weiler Engineering Corporation, AIM Engineering & Surveying Inc, Chastain-Skillman Inc.

FISCAL IMPACT

This is a master continuing services contract and projects will be assigned by either a Consultant Service Authorization (CSA) or Task Order Authorization (TOA), which will include a Scope of Services and Schedule of Payments on an as-needed basis, issued in accordance with Florida Statute 287.055(2)(g) or as amended therein.

Attachments: RFP 20-024 Cat 2 Agreements Packet.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-024 RFP
Professional Services Library-Continuing Services
CAT-2: Professional Engineering
Proposal Opening Date: September 29, 2020

Company	Score	RANK
Kimley-Horn and Associates Inc	252	1
Johnson Engineering Inc	245	2
Universal Engineering Sciences LLC	244	3
AIM Engineering & Surveying Inc	243	4
Chastain-Skillman Inc	243	4
CivilSurv Design Group Inc	237	5
ECS Florida LLCEngineering Consulting Services, LTD. Co	234	6
Jones Edmonds & Associates Inc	234	6
The Weiler Engineering Corporation	231	7
Cool and Cobb Engineering Company	230	8
Royal Consulting Services Inc	230	8
TRC Worldwide Engineering Inc	227	9
Matern Professional Engineering Inc	226	10
Patel Greene and Associates LLC	226	10

Notice of Intent to Award to the firms ranked one (1) through ten (10). (To include a total of 14 firms)

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on December 30, 2020.

End of protest period: 4 P.M. on January 7, 2021

Recommendation:

Notice of Intent to Award to the firms ranked one (1) through ten (10). (To include a total of 14 firms)

Christine Davis Digitally signed by Christine Davis Date: 2021.01.08 08:49:36 -05'00'

Christine Davis, Purchasing Manager Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr., P.E. Date: 2021.01.08 09:24:54 -05'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Randy Vosburg Digitally signed by Randy Vosburg Date: 2021.01.10 21:17:27 -05'00'

Randy Vosburg, County Administrator Date

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **AIM Engineering & Surveying Inc** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Lee Flynn, PE

Telephone: 2161 Fowler St., Suite 100 **Cell Phone:** 239-872-2613

E-mail: lflynn@aimengr.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	AIM Engineering & Surveying Inc
	Address:	2161 Fowler Street, Suite 100
		Fort Myers FL 33901
	Attn:	Lee Flynn
	Telephone:	239-332-4569
	E-Mail:	lflynn@aimengr.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** AIM Engineering & Surveying Inc **A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Michael G. Marion
Title:	Chairman	Title:	Vice President
Date:		Date:	2/11/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Tracy Levy
Title:	Clerk of Courts	Title:	Treasurer
Date:		Date:	2/11/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

AIM Engineering & Surveying Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **AIM Engineering & Surveying, Inc**

DATED: January 20, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Contract Support Specialist	$ 100.00
CEI Inspector/Engineer Intern	$ 75.00
CEI Inspector's Aide	$ 60.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Res Compliance Specialist	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 95.00
CEI Senior Project Engineer	$ 220.00
CEI Survey Party Chief	$ 82.00
Chief Engineer 2	$ 200.00
Community Outreach Specialist - Senior	$ 120.00
Designer	$ 85.00
Engineer 1	$ 125.00
Engineer 2	$ 140.00
Engineering Intern	$ 95.00
Planner	$ 85.00
Principal Engineer	$ 240.00
Project Manager 3	$ 220.00
Secretary/Clerical	$ 65.00
Senior Engineer 1	$ 170.00
Senior Planner	$ 130.00
Senior Scientist	$ 120.00
SUR Chief Surveyor	$ 165.00
SUR Party Chief	$ 82.00
SUR Principal Surveyor	$ 155.00
SUR SUE Technician 1 (Entry)	$ 52.00
SUR SUE Technician 2 (Junior)	$ 68.00
SUR SUE Technician 3 (Senior)	$ 80.00
SUR Survey Technician 1 (Entry)	$ 50.00
SUR Survey Technician 2 (Junior)	$ 56.00
SUR Survey Technician 3 (Senior)	$ 72.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 85.00

COSULTANT NAME: **AIM Engineering & Surveying, Inc**

DATED: January 20, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 105.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

AIMENGI-01 MPOLITE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Margaret Polite	
Babb P&C, Ltd 1520 Royal Palm Square Blvd. Suite 200 Fort Myers, FL 33919	PHONE (A/C, No, Ext): (239) 208-3454	FAX (A/C, No): (239) 333-1760
	E-MAIL ADDRESS: mep@babbins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Indemnity Company	23280
INSURED	INSURER B : Cincinnati Insurance Companies	10677
AIM Engineering and Surveying Inc 2161 Fowler Street, Suite 100 Fort Myers, FL 33901	INSURER C : Cincinnati Casualty Company	28665
	INSURER D : Cincinnati Insurance Co	10677
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR	X	X	EPP 0542628	7/1/2020	7/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							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:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X	X	EBA 0543260	7/1/2020	7/1/2021	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)	$	
	X Drive Other Car							$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE	X		EPP 0542628	7/1/2020	7/1/2021	AGGREGATE	$	5,000,000
	DED RETENTION $							$	5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	EWC 0542630	7/1/2020	7/1/2021	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Leased/Rented Equip			EPP 0542628	7/1/2020	7/1/2021	Limit		125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract for Continuing Services Highlands County_Professional Engineering Services_RFP 20-024 Professional Services Library of Consultants_Professional Engineering Services for FDOT pre-qualified.

Florida Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers is named as Additional Insured on primary and noncontributory basis with respects to General Liability Only as needed by contract, per form GA233 09 17 & GA472 09 18 and Waiver of Subrogation applies to General Liability, Auto, and Workers Compensation policies. 30 days notice of cancellation except 10 days non-payment.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
ATTN: County Administrator
600 South Commerce Avenue
Sebring, FL 33870

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

Margaret E Polite

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Private Client Insurance Services
9736 Commerce Centre Ct.
Fort Myers FL 33906

CONTACT NAME: Sandy Balzarini
PHONE (A/C, No, Ext): 239-481-1949 **FAX (A/C, No):** 888-853-7192
E-MAIL ADDRESS: sbalzarini@pcis-fl.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Co.	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AIME-01
AIM Engineering & Surveying
2161 Fowler Street, Suite 100
Fort Myers FL 33901

COVERAGES **CERTIFICATE NUMBER:** 56364360 **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	
	GENERAL LIABILITY	Y					EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			AE824519	7/1/2020	7/1/2021	Each Claim Policy Aggregate Deductible	5,000,000 5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*30 Days Notice or Cancellation applies.
Project Description:
Contract for Continuing Services Highlands County Professional Engineering Services RFP 20-024 Professional Services Library of Consultants Professional Engineering Services for FDOT pre-qualified.

Thirty (30) days' notice of
Cancellation except ten (10) days non-payment.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
ATTN: County Administrator
600 South Commerce Avenue
Sebring FL 33870

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
Elaine Hawkins

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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Chastain-Skillman Inc.** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Professional Engineering Services

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to indemnify, and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation*. Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Ron Cauthan, PE

Telephone: 863-646-1402, ext. 1630 **Cell Phone:** 863-287-1117

E-mail: rcauthan@chastainskillman.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire

		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	**Chastain-Skillman Inc.**
	Address:	205 East Orange Street, Ste 110
		Lakeland FL 33801
	Attn:	James R. Chastain, III
	Telephone:	863-646-1402
	E-Mail:	jaychastain@chastainskillman.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the

U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits.

The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida, and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Chastain-Skillman Inc. A Fla Corporation	
By:		By:	
Name:	Scott Kirouac	Name:	James R. Chastain, III
Title:	Chairman	Title:	President
Date:		Date:	2-9-21
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	W. Ronald Cauthan, PE
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	2-9-2021

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APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Chastain-Skillman Inc.

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Chastain-Skillman, Inc.**

DATED: February 3, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Accountant	$ 150.00
CADD/Computer Technician	$ 130.00
CEI Inspector/Engineer Intern	$ 120.00
CEI Inspector's Aide	$ 105.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Secretary/Clerk Typist	$ 75.00
Chief Designer	$ 150.00
Chief Engineer 1	$ 275.00
Chief Engineer 2	$ 240.00
Contract Coordinator	$ 95.00
Data Manager (Pre-Event)	$ 155.00
Design Intern	$ 75.00
Designer	$ 100.00
Engineer 1	$ 95.00
Engineer 2	$ 110.00
Engineering Intern	$ 75.00
Engineering Technician	$ 130.00
Environmental Specialist	$ 195.00
GIS Specialist	$ 125.00
Inspector	$ 105.00
Office Manager/EEO/RCS	$ 95.00
Principal Engineer	$ 275.00
Project Manager 1	$ 140.00
Project Manager 2	$ 170.00
Project Manager 3	$ 195.00
Secretary/Clerical	$ 75.00
Senior Designer	$ 150.00
Senior Engineer 1	$ 180.00
Senior Engineer 2	$ 195.00
Senior Engineering Technician	$ 150.00
Senior Environmental Specialist	$ 160.00
Senior Inspector	$ 120.00
Senior Scientist	$ 195.00
SUR Chief Surveyor	$ 190.00

COSULTANT NAME: **Chastain-Skillman, Inc.**

DATED: February 3, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Principal Surveyor	$ 190.00
SUR Project Surveyor	$ 180.00
SUR Senior Project Surveyor	$ 180.00
SUR Senior Surveyor	$ 180.00
SUR Survey Technician 1 (Entry)	$ 85.00
SUR Survey Technician 2 (Junior)	$ 90.00
SUR Survey Technician 3 (Senior)	$ 95.00
SUR Surveyor	$ 155.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Chastain Skillman**

SUBCONSULTANT NAME: **Biller Reinhart Engineering Group Inc.**

DATED: February 2, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$105
CEI Inspector/Engineer Intern	$115.00
CEI Project Administrator/CEI Project Engineer	$125.00
CEI Senior Inspector- Bldg Struct.	$165.00
CEI Senior Project Engineer	$140.00
Engineering Technician	$105.00
Principal Engineer	$260.00
Project Manager 1	$180.00
Secretary/Clerical	$80.00
Senior Engineer 1	$155.00
Senior Engineering Technician	$125.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Chastain Skillman**

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: February 2, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
CEI Asphalt Plant Inspector	$ 75.00
CEI Assist Project Administrator/Project Engineer	$ 80.00
CEI Inspector/Engineer Intern	$ 65.00
CEI Inspector's Aide	$ 55.00
CEI Instrument-Person	
CEI ITS Inspector	$ 75.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Senior Inspector- Bldg Struct.	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 75.00
Chief Engineer 2	$ 190.00
Chief Planner	$ 142.50
Design Intern	$ 70.00
Designer	$ 90.00
Engineer 1	$ 140.00
Engineer 2	$ 180.00
Engineering Intern	$ 95.00
Engineering Technician	$ 50.00
GIS Specialist	$ 70.00
Inspector	$ 65.00
ITS Inspector	$ 75.00
Landscape Architect	$ 135.00
MAT Asphalt Plant Inspector	$ 75.00
MAT CADD/Computer Technician	$ 60.00
MAT Chief Engineer	$ 190.00
MAT Engineer	$ 135.00
MAT Engineer Intern	$ 80.00
MAT Engineering Technician	$ 50.00
MAT Geologist	$ 90.00

COSULTANT NAME: **Chastain Skillman**

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: February 2, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Geologist Professional	$ 185.00
MAT GIS Specialist	$ 70.00
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 135.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 85.00
MAT Senior Engineering Technician	$ 75.00
MAT Senior Inspector	$ 75.00
MAT Technical Secretary	$ 59.00
MAT Technician Aid	$ 50.00
Planner	$ 105.00
Principal Engineer	$ 215.00
Project Manager 1	$ 170.00
Project Manager 2	$ 190.00
Secretary/Clerical	$ 62.00
Senior Designer	$ 120.00
Senior Engineer 1	$ 150.00
Senior Engineer 2	$ 180.00
Senior Engineering Technician	$ 90.00
Senior Inspector	$ 75.00
Senior Landscape Architect	$ 150.00
Senior Planner	$ 120.00
SUR Party Chief	$ 75.00
SUR Project Surveyor	$ 135.00
SUR Senior Surveyor	$ 160.00
SUR Survey Technician 1 (Entry)	$ 30.00
SUR Survey Technician 3 (Senior)	$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Chastain Skillman**

SUBCONSULTANT NAME: **Stantec Consulting Services, Inc**

DATED: February 3, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Engineer 1	$ 172.00
Engineer 2	$ 181.00
Engineering Intern	$ 153.00
GIS Specialist	$ 153.00
Principal Engineer	$ 212.00
Senior Engineer 1	$ 190.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **CivilSurv Design Group Inc** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Craig Fuller

Telephone: 863-646-4771, ext. 243 **Cell Phone:** 813-267-6115

E-mail: cfuller@civilsurv.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	CivilSurv Design Group Inc
	Address:	325 North Commerce Ave
		Sebring FL 33870
	Attn:	Craig R. Fuller
	Telephone:	866-397-4771
	E-Mail:	cfuller@civilsurv.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** CivilSurv Design Group Inc **A** FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Craig R. Fuller, P.E.
Title:	Chairman	Title:	Sr. Vice President
Date:		Date:	2/4/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kenneth T. Glass, PSM
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	2/4/21

APPENDIX A

METHOD OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT FOR PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS AGREEMENT FOR CONTINUING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AND

CivilSurv Design Group Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Accountant	$ 75.00
CADD/Computer Technician	$ 105.00
CEI Assist Project Administrator/Project Engineer	$ 115.00
CEI Assoc Contract Support Spec	$ 75.00
CEI Consultant Engineer	$ 185.00
CEI Contract Support Specialist	$ 85.00
CEI Inspector/Engineer Intern	$ 115.00
CEI Instrument-Person	$ 60.00
CEI Project Administrator/CEI Project Engineer	$ 185.00
CEI Rod-Person/Chain-Person	$ 50.00
CEI Secretary/Clerk Typist	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 135.00
CEI Senior Project Engineer	$ 200.00
CEI Survey Party Chief	$ 75.00
CEI Utility Coordinator	$ 120.00
Chief Engineer 1	$ 225.00
Chief Engineer 2	$ 250.00
Community Outreach Specialist	$ 125.00
Design Intern	$ 100.00
Designer	$ 135.00
Engineer 1	$ 135.00
Engineer 2	$ 150.00
Engineering Intern	$ 105.00
GIS Specialist	$ 115.00
Land Planner	$ 120.00
Planner	$ 120.00
Principal Engineer	$ 250.00
Project Manager 1	$ 160.00
Project Manager 2	$ 185.00
Project Manager 3	$ 200.00
Secretary/Clerical	$ 75.00

COSULTANT NAME: **CivilSurv Design Group, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Senior Engineer 1	$ 185.00
Senior Engineer 2	$ 200.00
SUR Chief Surveyor	$ 200.00
SUR Field Crew Supervisor I	$ 100.00
SUR Field Crew Supervisor II	$ 120.00
SUR Party Chief	$ 70.00
SUR Principal Surveyor	$ 150.00
SUR Project Surveyor	$ 135.00
SUR Secretary/Clerical	$ 75.00
SUR SUE Technician 1 (Entry)	$ 60.00
SUR SUE Technician 2 (Junior)	$ 90.00
SUR SUE Technician 3 (Senior)	$ 120.00
SUR Survey Technician 1 (Entry)	$ 60.00
SUR Survey Technician 2 (Junior)	$ 80.00
SUR Survey Technician 3 (Senior)	$ 110.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 90.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 110.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 120.00
SUR Surveyor	$ 135.00
SUR UAS Operator	$ 140.00
Utility Coordinator	$ 125.00
[1] ***Proposed Job Classification**	**Loaded Hourly Rate**
2 Man Survey Crew	$ 135.00
3 Man Survey Crew	$ 170.00
4 Man Survey Crew	$ 200.00
2 Man SUE Crew	$ 145.00
3 Man SUE Crew	$ 180.00
4 Man SUE Crew	$ 210.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

[1] Rates include staff, trucks, trailers and equipment/gear, as applicable.

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: January 22, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
CEI Asphalt Plant Inspector	$ 75.00
CEI Assist Project Administrator/Project Engineer	$ 80.00
CEI Inspector/Engineer Intern	$ 95.00
CEI Inspector's Aide	$ 55.00
CEI ITS Inspector	$ 75.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Senior Inspector- Bldg Struct.	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 75.00
Chief Engineer 2	$ 190.00
Chief Planner	$ 142.50
Design Intern	$ 70.00
Designer	$ 90.00
Engineer 1	$ 140.00
Engineer 2	$ 180.00
Engineering Intern	$ 95.00
Engineering Technician	$ 50.00
GIS Specialist	$ 70.00
Inspector	$ 65.00
ITS Inspector	$ 75.00
Landscape Architect	$ 135.00
MAT Asphalt Plant Inspector	$ 75.00
MAT CADD/Computer Technician	$ 60.00
MAT Chief Engineer	$ 190.00
MAT Engineer	$ 135.00
MAT Engineer Intern	$ 80.00
MAT Engineering Technician	$ 50.00
MAT Geologist	$ 90.00

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: January 22, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Geologist Professional	$ 185.00
MAT GIS Specialist	$ 70.00
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 135.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 85.00
MAT Senior Engineering Technician	$ 75.00
MAT Senior Inspector	$ 75.00
MAT Technical Secretary	$ 59.00
MAT Technician Aid	$ 50.00
Planner	$ 105.00
Principal Engineer	$ 215.00
Project Manager 1	$ 170.00
Project Manager 2	$ 190.00
Secretary/Clerical	$ 62.00
Senior Designer	$ 120.00
Senior Engineer 1	$ 150.00
Senior Engineer 2	$ 180.00
Senior Engineering Technician	$ 90.00
Senior Inspector	$ 75.00
Senior Landscape Architect	$ 150.00
Senior Planner	$ 120.00
SUR Party Chief	$ 75.00
SUR Project Surveyor	$ 135.00
SUR Senior Surveyor	$ 160.00
SUR Survey Technician 1 (Entry)	$ 30.00
SUR Survey Technician 3 (Senior)	$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **Patel, Greene and Associates, LLC**

DATED: 1/22/2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Designer	$ 151.91
Chief Engineer 1	$ 246.09
Chief Engineer 2	$ 226.34
Chief Planner	$ 221.78
Chief Scientist	$ 154.95
Engineer 1	$ 142.12
Engineer 2	$ 214.95
Engineering Intern	$ 99.13
Project Manager 3	$ 253.29
Scientist	$ 73.04
Secretary/Clerical	$ 74.77
Senior Designer	$ 129.12
Senior Engineer 1	$ 207.41
Senior Environmental Specialist	$ 127.60
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **SCS Engineers**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 115.00
CEI Environmental Specialist	$ 140.00
CEI Inspector/Engineer Intern	$ 120.00
CEI Inspector's Aide	$ 95.00
CEI Senior Environmental Specialist	$ 155.00
CEI Senior Project Engineer	$ 155.00
Chief Designer	$ 245.00
Chief Engineer 1	$ 235.00
Chief Engineer 2	$ 265.00
Chief Scientist	$ 245.00
Design Intern	$ 95.00
Designer	$ 160.00
Engineer 1	$ 155.00
Engineer 2	$ 170.00
Engineering Intern	$ 95.00
Engineering Technician	$ 88.00
Environmental Specialist	$ 110.00
GIS Specialist	$ 155.00
Inspector	$ 88.00
Principal Engineer	$ 265.00
Project Manager 1	$ 175.00
Project Manager 2	$ 185.00
Project Manager 3	$ 210.00
Scientist	$ 95.00
Secretary/Clerical	$ 80.00
Senior Designer	$ 200.00
Senior Engineer 1	$ 185.00
Senior Engineer 2	$ 235.00
Senior Engineering Technician	$ 115.00
Senior Environmental Specialist	$ 170.00
Senior Inspector	$ 100.00

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **SCS Engineers**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Senior Scientist	$ 160.00
Technician Aid	$ 95.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heacock Insurance Group, LLC 100 E Main St Lakeland FL 33801	**CONTACT NAME:** Tami Troyer **PHONE (A/C, No, Ext):** 863-683-2228 **FAX (A/C, No):** 863-683-3309 **E-MAIL ADDRESS:** ttroyer@heacock.com
INSURED CIVIDES-01 CivilSurv Design Group, Inc. 2525 Drane Field Road, Ste 7 Lakeland FL 33811	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Landmark American Insurance Co — 33138 **INSURER B :** Travelers Property Casualty Co of Florida — 10647 **INSURER C :** Travelers Property Casualty Company of America — 25674 **INSURER D :** Travelers Casualty & Surety — 19038 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 768291034 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		6807H35081A	2/27/2020	2/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		BA5F947417	2/27/2020	2/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP5F95257A	2/27/2020	2/27/2021	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0K247374	2/27/2020	2/27/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A C	Professional Liability Crime			LHR780936 6807H35081A	2/27/2020 2/27/2020	2/27/2021 2/27/2021	Per Claim/Aggregate Crime	2,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP 20-024 Professional Services Library of Consultants

HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND IT'S ELECTED OFFICIALS, IT'S AGENTS, EMPLOYEES, AND VOLUNTEERS AS CONTRACTOR ARE ADDITIONAL INSUREDS WITH WOS AS RESPECTS GENERAL AND AUTO LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS & CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
600 S Commerce Avenue
Sebring FL 33870

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

Jason Heacock

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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Cool and Cobb Engineering Company** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: James Mason Cobb

Telephone: 863-657-2323 **Cell Phone:** 863-443-1906

E-mail: mason@CoolandCobb.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Cool and Cobb Engineering Company
	Address:	203 West Main Street
		Avon Park FL 33825
	Attn:	Carl E. Cool
	Telephone:	863-657-2323
	E-Mail:	carl@coolandcobb.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
Cool and Cobb Engineering Company
A FL **Corporation**

By: _____
Name: James Mason Cobb
Title: President
Date: 02/12/2021

ATTEST:

By: Maureen M Cool
Name: Maureen M Cool
Title: Secretary/Treasurer
Date: 02/16/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Cool and Cobb Engineering Company

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Cool and Cobb Engineering Company**

DATED: January 29, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	$ 200.00
Architect Intern	$ 150.00
CADD/Computer Technician	$ 85.00
CEI Assist Project Administrator/Project Engineer	$ 120.00
Chief Engineer 1	$ 200.00
Chief Engineer 2	$ 200.00
Engineer 1	$ 175.00
Engineer 2	$ 175.00
Engineering Intern	$ 120.00
Engineering Technician	$ 100.00
Principal Engineer	$ 200.00
Secretary/Clerical	$ 50.00
Senior Engineer 1	$ 200.00
Senior Engineer 2	$ 200.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/29/2020 4:09 PM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tony Abrudeanu
Professional Insurance Experts 6735 Salt Cedar Way Building 1, STE 300-1041 Frisco, TX 75034	PHONE (A/C, No, Ext): 469-777-3025 FAX (A/C, No): 469-777-3976 E-MAIL ADDRESS: tony@proiexp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cool and Cobb Engineering Company 203 W Main Street Avon Park, FL 33825	INSURER A : Underwriters at Lloyds	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	Property Coverage						PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY	☐	☐				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	☐	☐				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability, Errors & Omissions	☐	☐	W22D96200301	05/01/2020	05/01/2021	$1,000,000 Each Occurence $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Engineering Firm.

CERTIFICATE HOLDER

HIGHLANDS COUNTY
600 SOUTH COMMERCE AVE
SEBRING, FL 33870

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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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **ECS Florida LLC** ("Consultant") a Virginia corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Professional Engineering Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Matthew Robertson

Telephone: 239-236-7511 **Cell Phone:** 239-339-7481

E-mail: MRobertson@ecslimited.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	ECS Florida LLC
	Address:	11554 Davis Creek Court
		Jacksonville FL 32256
	Attn:	Joseph Champion
	Telephone:	904-880-0960
	E-Mail:	JChampion@ECSLimited.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** ECS Florida LLC **A** VA **Corporation**	
By:		By:	Joe Champion
Name:	Scott Kirouac	Name:	Joseph Champion
Title:	Chairman	Title:	President
Date:		Date:	2-11-21
ATTEST:		**ATTEST:**	
By:		By:	Joey Broussard
Name:	Jerome Kaszubowski	Name:	Joey Broussard
Title:	Clerk of Courts	Title:	Vice-President
Date:		Date:	2-11-21

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

ECS Florida LLC

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **ECS Florida, LLC**

DATED: January 26, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Building Inspector/Electrical	$ 150.00
Chief Engineer 1	$ 185.00
Chief Engineer 2	$ 200.00
Engineer 1	$ 155.00
Engineer 2	$ 165.00
Engineering Intern	$ 95.00
Engineering Technician	$ 55.00
Environmental Specialist	$ 55.00
MAT Asphalt Plant Inspector	$ 65.00
MAT Chief Engineer	$ 185.00
MAT Engineer	$ 155.00
MAT Engineer Intern	$ 95.00
MAT Engineering Technician	$ 55.00
MAT Geologist	$ 89.00
MAT Geologist Professional	$ 125.00
MAT Inspector	$ 65.00
MAT Pre-stress Inspector	$ 65.00
MAT Principal Engineer	$ 175.00
MAT Project Manager	$ 125.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 87.00
MAT Senior Engineer	$ 165.00
Principal Engineer	$ 175.00
Project Manager 1	$ 125.00
Secretary/Clerical	$ 50.00
Senior Engineer 1	$ 165.00
Senior Engineering Technician	$ 87.00
Special Consultant Multiplier Factor (%)	8%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

ECSFLOR-01 KSANCHEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURED ECS Florida, LLC 2815 Directors Row Suite 500 Orlando, FL 32809	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH276202463	6/15/2020	6/15/2021	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 20-024, Category 2 Professional Engineering Services

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

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

Dan Kruse

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ECSFLOR-01 RSWISHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/11/2021

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.

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PRODUCER	CONTACT NAME: Randi L. Swisher
The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151	PHONE (A/C, No, Ext): (703) 988-0900 101 FAX (A/C, No): E-MAIL ADDRESS: randi@theandersengrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Bankers Standard Insurance Company	18279
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ECS Florida, LLC
14026 Thunderbolt Place
Suite 600
Chantilly, VA 20151

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ENP0558973	12/1/2020	12/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X X C U						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EBA0559218	12/1/2020	12/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	ENP0558973	12/1/2020	12/1/2021	AGGREGATE	$ 7,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A	X	71764168	12/1/2020	12/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability	X	X	CPMG28192289	12/1/2020	12/1/2021	Occurrence/Aggregate	10,000,000
C	Pollution Liability			CPMG28192289	12/1/2020	12/1/2021	Retention	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers are included as Additional Insured on all policies except Workers Compensation. Coverage is primary and non-contributory . A waiver of subrogation applies to all policies where required by contract. 30 days notice of cancellation (10 days notice for non-payment of premium).

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870

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
Frank Anderson

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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Johnson Engineering Inc** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Professional Engineering Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Ryan Bell

Telephone: 239-461-3310 **Cell Phone:** 239-707-6751

E-mail: rkb@johnsoneng.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Johnson Engineering Inc
	Address:	2122 Johnson Street
		Fort Myers FL 33901
	Attn:	Ryan Bell
	Telephone:	239-461-3310
	E-Mail:	rkb@johnsoneng.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
Johnson Engineering Inc
A FL Corporation

By: _____
Name: Lonnie V. Howard
Title: President
Date: 08 FEB 2021

ATTEST:

By: _____
Name: Dana L. Hume
Title: Secretary
Date: 2.8.21

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Johnson Engineering Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Johnson Engineering, Inc.**

DATED: January 20, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 100.00
CEI Assist Project Administrator/Project Engineer	$ 125.00
CEI Assoc Contract Support Spec	$ 100.00
CEI Bridge Project Administrator	$ 160.00
CEI Bridge Senior Inspector	$ 100.00
CEI Contract Support Specialist	$ 110.00
CEI Environmental Specialist	$ 150.00
CEI Inspector/Engineer Intern	$ 90.00
CEI Inspector's Aide	$ 60.00
CEI Project Administrator/CEI Project Engineer	$ 160.00
CEI Res Compliance Specialist	$ 80.00
CEI Secretary/Clerk Typist	$ 70.00
CEI Senior Environmental Specialist	$ 210.00
CEI Senior Inspector/Senior Engineer Intern	$ 100.00
CEI Senior Project Engineer	$ 230.00
Chief Engineer 1	$ 210.00
Chief Engineer 2	$ 230.00
Chief Planner	$ 230.00
Chief Scientist	$ 190.00
Design Intern	$ 85.00
Designer	$ 120.00
Electrical Engineer	$ 210.00
Engineer 1	$ 150.00
Engineer 2	$ 170.00
Engineering Intern	$ 100.00
Engineering Technician	$ 100.00
Environmental Specialist	$ 150.00
GIS Specialist	$ 170.00
Land Planner	$ 170.00
Landscape Architect	$ 170.00
Landscape Architect Intern	$ 100.00

COSULTANT NAME: **Johnson Engineering, Inc.**

DATED: January 20, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Landscape Designer	$ 120.00
Planner	$ 170.00
Principal Engineer	$ 230.00
Project Landscape Architect	$ 170.00
Project Planner	$ 170.00
Scientist	$ 170.00
Secretary/Clerical	$ 60.00
Senior Designer	$ 160.00
Senior Electrical Engineer	$ 230.00
Senior Engineer 1	$ 210.00
Senior Engineer 2	$ 230.00
Senior Engineering Technician	$ 140.00
Senior Environmental Specialist	$ 210.00
Senior Inspector	$ 100.00
Senior Landscape Architect	$ 190.00
Senior Planner	$ 230.00
Senior Scientist	$ 210.00
SUR Chief Surveyor	$ 230.00
SUR Field Crew Supervisor I	$ 90.00
SUR Field Crew Supervisor II	$ 100.00
SUR Principal Surveyor	$ 230.00
SUR Project Surveyor	$ 170.00
SUR Secretary/Clerical	$ 60.00
SUR Senior Project Surveyor	$ 210.00
SUR Senior Surveyor	$ 190.00
SUR SUE Technician 1 (Entry)	$ 80.00
SUR SUE Technician 2 (Junior)	$ 90.00
SUR SUE Technician 3 (Senior)	$ 100.00
SUR Survey Technician 1 (Entry)	$ 70.00
SUR Survey Technician 2 (Junior)	$ 100.00
SUR Survey Technician 3 (Senior)	$ 140.00
SUR Surveyor	$ 170.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Jones Edmunds & Associates Inc** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Professional Engineering Services

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. For any work that is to be performed, Consultant shall exercise precaution for its employees and the County's property. The Consultant shall comply with all laws, rules, regulations or ordinances related to safety and health and shall take precautionary and prompt action where loss control/safety measures should reasonably be expected. The Consultant shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE 8. INDEMNIFICATION. Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation*. Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact:	Ron Cauthan, PE Kenneth Vogel, Managing Director & Senior Vice President		
Telephone:	863-646-1402 ext. 1630 352-377-5821, Ext. 1241	**Cell Phone:**	863-287-1117 352-871-7065
E-mail:	rcauthan@chastainskillman.com kvogel@jonesedmunds.com		

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870

	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire 2707 E Jefferson Street Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Jones Edmunds & Associates Inc
	Address:	730 N.E. Waldo Road
		Gainesville, FL 32641
	Attn:	Kenneth S. Vogel
	Telephone:	352-377-5821 x1241
	E-Mail:	kvogel@jonesedmunds.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the

complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations

thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register,

the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the

U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119,

Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee,

commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits.

The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida, and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Jones Edmunds & Associates Inc **A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Stanley F. Ferreira, Jr., PE
Title:	Chairman	Title:	President
Date:		Date:	February 22, 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kenneth S. Vogel, PE
Title:	Clerk of Courts	Title:	Secretary/Treasurer (Acting)
Date:		Date:	February 22, 2021

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APPENDIX A

METHOD OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT FOR PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS AGREEMENT FOR CONTINUING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AND

Jones Edmunds & Associates Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES

BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL

AND

COSULTANT NAME: **Jones Edmunds & Associates, Inc.**
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 80.00
CEI Assist Project Administrator/Project Engineer	$ 140.00
CEI Project Administrator/CEI Project Engineer	$ 160.00
Chief Computer Programmer	$ 170.00
Chief Designer	$ 120.00
Chief Engineer 2	$ 235.00
Chief Scientist	$ 235.00
Computer Programmer	$ 100.00
Design Intern	$ 90.00
Designer	$ 105.00
Engineer 1	$ 130.00
Engineer 2	$ 185.00
Engineering Intern	$ 100.00
Environmental Specialist	$ 100.00
GIS Specialist	$ 80.00
Inspector	$ 90.00
Principal Engineer	$ 250.00
Project Manager 1	$ 185.00
Project Manager 2	$ 230.00
Scientist	$ 130.00
Secretary/Clerical	$ 95.00
Senior Computer Programmer	$ 140.00
Senior Designer	$ 115.00
Senior Engineer 2	$ 230.00
Senior Environmental Specialist	$ 185.00
Senior Inspector	$ 105.00
Senior Scientist	$ 160.00
Technician Aid	$ 80.00
***Proposed Job Classification**	**Loaded Hourly Rate**
[1] Field Technician - Environmental	$ 85.00
[2] Senior Field Technician - Environmental	$ 100.00
3 Senior Technical Editor	$ 135.00
Special Consultant Multiplier Factor (%)	**10%**
Reimbursable Expenses	

COSULTANT NAME: **Jones Edmunds & Associates, Inc.**
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

[1] **Field Technician** - Environmental Conduct field sample collections. HS Diploma with 1 year environmental field sampling experience

[2] **Senior Field Technician** - Environmental Conduct field sample collections. HS Diploma, 10 year of environmental experience + 5 years of environmental field sampling experience.

3 **Senior Technical Editor** executes high-level editorial and administrative functions to ensure effective and efficient company operations and quality communication products. (ex: technical documents, coordinates edits, formats and recommends revisions to documents to comply with company standards and then produces documents for submittals). They require a Bachelor Degree with 5-7 years of editing experience.

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: Jones Edmunds & Associates, Inc.
SUBCONSULTANT NAME: Madrid CPWG
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
CEI Asphalt Plant Inspector	$ 75.00
CEI Assist Project Administrator/Project Engineer	$ 80.00
CEI Inspector/Engineer Intern	$ 65.00
CEI Inspector's Aide	$ 55.00
CEI ITS Inspector	$ 75.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Senior Inspector- Bldg Struct.	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 75.00
Chief Engineer 2	$ 190.00
Chief Planner	$ 142.50
Design Intern	$ 70.00
Designer	$ 90.00
Engineer 1	$ 140.00
Engineer 2	$ 180.00
Engineering Intern	$ 95.00
Engineering Technician	$ 50.00
GIS Specialist	$ 70.00
Inspector	$ 65.00
ITS Inspector	$ 75.00
Landscape Architect	$ 135.00
MAT Asphalt Plant Inspector	$ 75.00
MAT CADD/Computer Technician	$ 60.00
MAT Chief Engineer	$ 190.00
MAT Engineer	$ 135.00
MAT Engineer Intern	$ 80.00
MAT Engineering Technician	$ 50.00
MAT Geologist	$ 90.00
MAT Geologist Professional	$ 185.00
MAT GIS Specialist	$ 70.00

COSULTANT NAME: Jones Edmunds & Associates, Inc.
SUBCONSULTANT NAME: Madrid CPWG
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 135.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 85.00
MAT Senior Engineering Technician	$ 75.00
MAT Senior Inspector	$ 75.00
MAT Technical Secretary	$ 59.00
MAT Technician Aid	$ 50.00
Planner	$ 105.00
Principal Engineer	$ 215.00
Project Manager 1	$ 170.00
Project Manager 2	$ 190.00
Secretary/Clerical	$ 62.00
Senior Designer	$ 120.00
Senior Engineer 1	$ 150.00
Senior Engineer 2	$ 180.00
Senior Engineering Technician	$ 90.00
Senior Inspector	$ 75.00
Senior Landscape Architect	$ 150.00
Senior Planner	$ 120.00
SUR Party Chief	$ 75.00
SUR Project Surveyor	$ 135.00
SUR Senior Surveyor	$ 160.00
SUR Survey Technician 1 (Entry)	$ 30.00
SUR Survey Technician 3 (Senior)	$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES

BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL

AND

COSULTANT NAME: **Jones Edmunds & Associates, Inc.**
SUBCONSULTANT NAME: **LTG, Inc.**
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
Chief Designer	$ 125.00
Chief Engineer 1	$ 240.00
Chief Engineer 2	$ 240.00
Chief Planner	$ 190.00
Designer	$ 70.00
Engineer 1	$ 120.00
Engineer 2	$ 130.00
Engineering Intern	$ 90.00
Engineering Technician	$ 40.00
Graphic Designer	$ 80.00
Planner	$ 120.00
Principal Engineer	$ 240.00
Project Manager 1	$ 165.00
Project Manager 2	$ 190.00
Project Manager 3	$ 190.00
Project Planner	$ 130.00
Secretary/Clerical	$ 40.00
Senior Designer	$ 125.00
Senior Engineer 1	$ 130.00
Senior Engineer 2	$ 130.00
Senior Engineering Technician	$ 80.00
Senior Planner	$ 130.00
Transportation Data Analyst	$ 80.00
Transportation Data Technician	$ 40.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Jones Edmunds & Associates, Inc.**
SUBCONSULTANT NAME: **GSE Engineering & Consulting, Inc.**
DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
Chief Engineer 1	$ 150.00
Chief Engineer 2	$ 175.00
Engineer 1	$ 125.00
Engineer 2	$ 140.00
Engineering Intern	$ 115.00
Engineering Technician	$ 55.00
Environmental Specialist	$ 100.00
Inspector	$ 55.00
MAT Asphalt Plant Inspector	$ 85.00
MAT CADD/Computer Technician	$ 70.00
MAT Chief Engineer	$ 175.00
MAT Engineer	$ 120.00
MAT Engineer Intern	$ 100.00
MAT Engineering Technician	$ 65.00
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 175.00
MAT Project Manager	$ 120.00
MAT Secretary/Clerical	$ 65.00
MAT Senior Engineer	$ 140.00
MAT Senior Engineering Technician	$ 85.00
MAT Senior Inspector	$ 85.00
MAT Technical Secretary	$ 65.00
Scientist	$ 100.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

Kimley»Horn

Date: February 8, 2021 305

Project Name: **Highlands County Contract | 20-024 Cat 2 Agreement**

To: **Attn: Lori DeLoach, CPPB**
Purchasing Analyst
Highlands County Board of County Commissioners
600 S Commerce Avenue
Sebring, FL 33870 **863.402.6504**

We are sending these by

☐ U.S. Mail ☒ FedEx ☐ Hand Delivery
☐ Other Courier

We are sending you

☒ Attached ☐ Under separate cover via _____ *the following items:*

☐ Shop drawings ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Change Orders

☐ Other _____

Copies	*Date*	*No.*	*Description*
2	2/8/21	1	Professional Services Agreement
1	2/8/21	2	Certificate of Insurance (COI)
1	2/8/21	3	Corporate Resolution for Firm's full signing authority

These are transmitted as checked below:

☒ For your use ☐ Approved as submitted ☐ Resubmit ☒ Copies for approval
☐ As requested ☐ Approved as noted ☐ Submit ☐ Copies for distribution
☐ For review and comment ☐ Returned for corrections ☐ Return ☐ Corrected prints

On behalf of Christopher Hatton, P.E., Sr. VP, please see the attached documents to process our new Contract. We look forward to working with you.

Copy to: _____

Signed: Shanda S Layne, Project Coordinator

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Kimley-Horn and Associates Inc .,** _____ ("Consultant") a North Carolina corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to indemnify, and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Christopher Hatton, P.E.

Telephone: 813-635-5523 **Cell Phone:**

E-mail: christopher.hatton@kimley-horn.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Kimley-Horn and Associates Inc .,
	Address:	116 South Kentucky Avenue
		Lakeland FL 33801
	Attn:	Mark E. Wilson
	Telephone:	813-635-5523
	E-Mail:	christopher.hatton@kimley-horn.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Kimley-Horn and Associates Inc ., **A NC Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Mudassar Alam, P.E.
Title:	Chairman	Title:	Vice President
Date:		Date:	02/08/2021
ATTEST:		**ATTEST:**	
By:		By:	Jill Capelli
Name:	Jerome Kaszubowski	Name:	Jill Capelli, P.E.
Title:	Clerk of Courts	Title:	Vice President
Date:		Date:	02/08/2021

APPENDIX A

METHOD OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT FOR PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS AGREEMENT FOR CONTINUING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AND

Kimley-Horn and Associates Inc .,

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

CONSULTANT NAME: **Kimley-Horn and Associates, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 130.00
Chief Designer	$ 190.00
Chief Engineer 1	$ 265.00
Chief Engineer 2	$ 245.00
Chief Planner	$ 245.00
Chief Scientist	$ 245.00
Contract Coordinator	$ 135.00
Designer	$ 140.00
Engineer 1	$ 185.00
Engineer 2	$ 205.00
Engineering Intern	$ 165.00
Engineering Technician	$ 130.00
Environmental Specialist	$ 130.00
Land Planner	$ 205.00
Landscape Architect	$ 185.00
Landscape Architect Intern	$ 145.00
Landscape Designer	$ 165.00
Planner	$ 145.00
Principal Engineer	$ 310.00
Project Landscape Architect	$ 205.00
Project Manager 1	$ 205.00
Project Manager 2	$ 225.00
Project Manager 3	$ 290.00
Project Planner	$ 185.00
Scientist	$ 130.00
Secretary/Clerical	$ 105.00
Senior Designer	$ 140.00
Senior Engineer 1	$ 225.00
Senior Engineer 2	$ 245.00
Senior Engineering Technician	$ 145.00
Senior Environmental Specialist	$ 145.00
Senior Landscape Architect	$ 245.00
Senior Planner	$ 225.00

CONSULTANT NAME: **Kimley-Horn and Associates, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Senior Scientist	$ 225.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Kimley-Horn and Associates, Inc.**

SUBCONSULTANT NAME: **Ardaman & Associates, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT CADD/Computer Technician	$ 68.00
MAT Chief Engineer	$ 244.00
MAT Engineer	$ 147.00
MAT Engineer Intern	$ 113.00
MAT Engineering Technician	$ 69.00
MAT Geologist	$ 113.00
MAT Geologist Professional	$ 135.00
MAT GIS Specialist	$ 92.00
MAT Inspector	$ 79.00
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 152.00
MAT Secretary/Clerical	$ 31.00
MAT Senior Asphalt Plant Inspector	$ 89.00
MAT Senior Engineer	$ 178.00
MAT Senior Engineering Technician	$ 89.00
MAT Senior Inspector	$ 104.00
MAT Technical Secretary	$ 57.00
MAT Technician Aid	$ 59.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/05/2021

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
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Aspen American Insurance Company	43460
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 20-21** **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			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	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	UMBRELLA LIAB X OCCUR			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			015893685 (AOS)	04/01/2020	04/01/2021	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		015893686 (CA)	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP 20-024 Cat. 2 Agreement; Christopher Hatton. The Highlands County, a political subdivision of the State of Florida, its elected officials, agents, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. Waiver of
(See Attached Descriptions)

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
Insurance Administration
600 South Commerce Avenue
Sebring, FL 33870

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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DESCRIPTIONS (Continued from Page 1)

Subrogation is applicable where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:

Richard N. Cook, Secretary

(corporate seal)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2020

ATLANTIC

BALTIMORE
Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN
Gibson, Adam T.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Hall, Lori A.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Musson, David B.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.

PHILADELPHIA
Hughes, Paul W.

PRINCETON
Diggan, Tony W.

RICHMOND
Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
France, William D.
Holland, Kimberly R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Royal, Jack R.
Votava Charles F.

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES
Blume, Robert D.
Fares, Jean B.
Kyle, Gregory S
Phaneuf, Alyssa S.

OAKLAND
Akwabi, Kwasi
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Gillis, Brian R.
Kerry, Nicole M.
Matson, Jason B.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Dean, Felicia C.
Durrenberger, Randal R.
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DELRAY
Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.

FORT MYERS
Wicks, Amy N.

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.

MIAMI
Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA
Bryant, M. Lewis
Busche, Richard V.
Gartner, Amber L.

ORLANDO
Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
Wetherell, Ryan S.
White, Wayne E.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.

TALLAHASSEE
Barr, Richard R.
Sewell, Jon S.
Stephens, Britt L.

TAMPA
Bulloch, Kelly B.
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Dalton, Edward T.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Thomas, Melibe S.

WEST PALM BEACH
Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.
Tercilla, Lindsey A.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO SUBURBAN
Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS
Muller, Justin M.

INDIANAPOLIS
Butz, Jr., William A.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Horn, Jon B.
Elegert, Brandon R.
Kuhnau, JoNette L.
Leverett, Christopher C.
Matzek, William D.

MOUNTAIN

COLORADO SPRINGS
Gunderson, Eric J.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS
Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA
Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Perillo, Adam C.
Purtle, Vicki L.
Smalkoski, Brian R.
Williams, Laura J.

RENO
O'Brien, Molly M.

SALT LAKE CITY
Johnson, Zachary A.

SEATTLE
Belsick, Jody W.
Danielson, Paul B.

TUCSON
Crowther, Brent C.
Rhine, Timothy J.

SOUTHEAST

ALPHARETTA
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Stricklin, David L.
Walker, John D.
Webb, Floyd C.

ATLANTA
Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.

CHARLESTON
Guy, Jonathan R.
Hume, Robert M.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Beck, Chadwick W.
Lewellyn, Earl R.

MEMPHIS
Collins, James F.
Danley, Drake E.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2020

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
McMaster, Ryan L.
Rhodes, Christopher D.

RALEIGH
Adams, Richard C.
Balltzglier, Lindsey
Barber, Barry L.
Cook, Richard N.
Deans, Neil T.
Keil, Ashley R.
Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Meador, Emily H.
Nuckols, Charles A.
Otto, James N.
Sutter, Karl V.
Venters, Samantha

TEXAS
AUSTIN NORTH
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Mason, Sean R.

DALLAS
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Sulkowski, Nicholas E.
Swindler, Roderick P.
Williamson, Sarah T.

FORT WORTH
Arnold, Scott R.
Atkins, John R.
Gary, Glenn A.
James, Jeffery

FRISCO
Brignon, Brit A.
McCracken, Paul D.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.
Hicks, Rebecca
Rader, Aaron K.

LAS COLINAS
Ante, Louis N.

SAN ANTONIO
Farnsworth, Jeffrey A.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 17, 2020
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE
Leffner, Nicholas
Smith, Jeff

NEWPORT NEWS
Weist, Jamie H.

NORTHERN VIRGINIA
Albright, Michael R.
Bollinger, Kyle T.
Harris, Michael J.
Kagawa, Ron M.
McCray, Danielle R.
Millot, Sean M.
Samba, David B.
Smith, Andrew T.
Teague, M. Zach

PHILADELPHIA
Caponigro, Anthony A.

PRINCETON
Hebert, Carlin J.
Motiana, Dhanesh

RICHMOND
Boyd, Mark R.
Ellington, David B.
Heustess, Aaron M.
Perkins, Ryan R.
Sciarrino, Sarah A.

VIRGINIA BEACH
Dallman, David B.
Farthing, Andrew P.
Funk, Gerald
Niss, Robyn M.
Wharton, Michelle L.
Williams, Kyle D.
Yee, Leong Wee
Schmitt, Gregory H.
Sweeney, Lauren E.

WHITE PLAINS
Junghans, Michael W.

CALIFORNIA

LOS ANGELES
Chakravarthy, Srikanth
Choi, Michael
Osborne, Robin W.
Ranta, Shahrzad

OAKLAND
Chang, Elbert

ORANGE
Bossu, David M.
Holst, Tyler J.
Pollock, John A.

PLEASANTON
Johnson, Miles R.
Mehta, Parag G.
Whaley, Tyler J.

RIVERSIDE
Cowan, Eugene D.
Hoffman, Frank
Thomas, Kevin G.

SACRAMENTO
Carley, Daniel C.
Paderna, Robert V.
Tait, Zachary T.

SAN DIEGO
Daneker, Kathryn F.
Koopman, Jennifer R.
Ulery, Megan R.
Valencia, Jason B.

SAN JOSE
Hamilton, Robert J.
Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY
Haggerty, Jordan L.

FORT LAUDERDALE
Dabkowski, Adrian K.
Viola, Stefano F.

FORT MYERS
Clark, Kellie
Van Buskirk, Peter T.

JACKSONVILLE
Deitsch, Brian S.
Mullis, Raiford M.
Schilling, William J.

GAINESVILLE
Brighton, Ali H.
Towne, Christopher

MIAMI
Almonte, Leonte I.
Fye, Barton J.
Pasken, Kenneth A.

MOBILE
Starling, Charles H.

OCALA
Garri, Alan J.
Losito, Gene B.

ORLANDO
Burkett, Leon F.
Lenzen, Brent A.
Stickler, Brooks A.
Stickler, Jennifer J.
Tate, Jr., S. Clif

SARASOTA
Conerly, William E.
Leep, Jordon E.

ST. PETERSBURG
Walker, Jordan W.

TALLAHASSEE
Clayton, Brennon
Dempsey, Dwight D.

TAMPA
Hatton, Christopher C.

VERO BEACH
Husainy, Kinan F.
Van Rens, Peter J.

WEST PALM BEACH
Fairchild, Angelina
Lee, Jason R.
Regueiro, Eric

MIDWEST

CHICAGO DOWNTOWN
Lemmon, Peter

CHICAGO SUBURBAN
Cooper, Jason C.
Kaufman, Philip R.
Rahman, M. Anees
Walker, William A.

COLUMBUS
Reeves, Michael C.

INDIANAPOLIS
Sheward, Bryan A

TWIN CITIES
Fosmo, Eric J.
Jensen, Matthew D.
Lincoln, Thomas J.
Robinson, Gregory W.
Schmitz, William J.
Sieh, Patricia D.
Witzig, Jeanne M.

MOUNTAIN

DENVER
Griffin, Erin L.
Heiberger, John
Skeehan, Daniel L.
Steder, Matthew C.

LAS VEGAS
Ahartz, Shannon R.
Jones, Christopher R.
Wakenhut, Jonathan R.

MESA
Bearat, Lina H.
Burm, Jason M.

PHOENIX
Artiles, Arnoldo A.
Burgess, Lisa M.
Burns, Leslie D.
Christian, Rajesh S.
Colombo, Michael A.
Delmarter, Michael L.
Haney, Stephen E.
Marella, Damon J.
Woolery, Christopher C.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
McDougald, Brandon D.

TUCSON
Payne, Kevin W.

SOUTHEAST

ALPHARETTA
Edmonson, William C.
Fanney, Angela L.
Markland, Keith R.
West, Brian B.

ATLANTA
Ergle, Kevin B.

ATLANTA MIDTOWN
Coleman, Sean H.
Elsey, Jeffrey B.
Pastore, Cristina C.
Triplett, Katherine R.

BIRMINGHAM
Johnson, Elizabeth H.

CHARLESTON
Warfield, M. Casey

CHARLOTTE
Lewis, Ryan T.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA
Williamson, Nicholas R.

DURHAM DOWNTOWN
Purvis, Zachary G.

MEMPHIS
Monroe, Kenneth W.
Peregoy, Jennifer M.

NASHVILLE
Boles, Brendan J.
Neal, Philip H.

RALEIGH
Bostic, Christopher O.
Cochran, Adam P.
Dale, Jeffery W.
Gresham, Teresa R.
Howell, Cory J.
Moore, Jeffrey W.
Robinson, Larry D.

TEXAS

AUSTIN NORTH
Neal, Trey A.
Parker, Brian J.
Smith, Robert J.

AUSTIN SOUTH
Hudson, Harrison
Shoppa, Dwayne M.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Galloway, Steven D.
Gaskey, Kevin S.
Lucas, Matthew A.
Meza, Sarah M.
Moss, Bradley J.

CELINA
Malan, Craig M.

FORT WORTH
Brewer, Cody R.

FRISCO
Coppin, Thomas G.
Dickey, Kyle A.
Fletcher, Thomas L.
Kennedy, Russell L.

HOUSTON
Allsop, Benjamin C.
Frysinger, Ashley M.
Kelly, Stephen J.
Kirkland, Mark R.
Schmidt, Scott C.

LAS COLINAS
Arnold, Douglas M.
Delmotte, Ryan M.
Henrichs, Tyler B.

MCKINNEY
Morales, Hugo
Riccardi, Joseph C.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 17, 2020
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

SAN ANTONIO
Cox, B. Matthew
Holscher, Nicholas F.
Lewis, Tyler W.

THE WOODLANDS
Freeman, Jr., Steven C.

OKLAHOMA CITY
Cooksey, Steven R.

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Matern Professional Engineering Inc** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: K. Todd Griffith

Telephone: 239-332-1187 **Cell Phone:** 239-340-1520

E-mail: tgriffith@matern.net

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Matern Professional Engineering Inc
	Address:	7680 Cambridge Manor Place Ste 101
		Fort Myers FL 33907
	Attn:	K. Todd Griffith
	Telephone:	239-332-1187
	E-Mail:	tgriffith@matern.net

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Matern Professional Engineering Inc A FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Ryan Stranidquest
Title:	Chairman	Title:	President
Date:		Date:	2/4/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Douglas P. Matern
Title:	Clerk of Courts	Title:	~~Secretary/Treasurer~~ CEO
Date:		Date:	2/4/2021

APPENDIX A

METHOD OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT FOR PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS AGREEMENT FOR CONTINUING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AND

Matern Professional Engineering Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Matern Professional Engineering, Inc.**

DATED: January 11, 2020

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 79.47
Designer	$ 85.63
Electrical Engineer	$ 108.08
Engineer 1	$ 115.38
Engineer 2	$ 117.06
Engineering Technician	$ 87.90
Inspector	$ 83.25
Mechanical Engineer	$ 91.99
Principal Engineer	$ 214.90
Project Manager 1	$ 98.52
Project Manager 2	$ 128.42
Project Manager 3	$ 141.77
Secretary/Clerical	$ 64.51
Senior Designer	$ 117.48
Senior Electrical Engineer	$ 145.17
Senior Engineer 2	$ 189.45
Senior Inspector	$ 104.30
Senior Mechanical Engineer	$ 125.01
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Patel, Greene & Associates, LLC** ("Consultant") a FL corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Professional Engineering Services

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to indemnify, and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation*. Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Hiren Patel, PE

Telephone: 813-978-3100 **Cell Phone:** 727-642-4972

E-mail: hiren.patel@patelgreene.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire

		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	**Patel, Greene & Associates, LLC**
	Address:	12570 Telecom Drive
		Temple Terrace FL 33637
	Attn:	Hiren M. Patel, PE
	Telephone:	813-978-3100
	E-Mail:	Hiren.Patel@patelgreene.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the

U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits.

The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida, and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Patel, Greene & Associates, LLC A FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Hiren M. Patel, PE
Title:	Chairman	Title:	President
Date:		Date:	02/11/2021

ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Robin Watson
Title:	Clerk of Courts	Title:	Secretary/VP/Controller
Date:		Date:	2/11/21

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APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Patel, Greene & Associates, LLC

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Patel, Greene and Associates, LLC**

DATED: **January 22, 2021**

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Designer	$ 151.91
Chief Engineer 1	$ 246.09
Chief Engineer 2	$ 226.34
Chief Planner	$ 221.78
Chief Scientist	$ 154.95
Engineer 1	$ 142.12
Engineer 2	$ 214.95
Engineering Intern	$ 99.13
Project Manager 3	$ 253.29
Scientist	$ 73.04
Secretary/Clerical	$ 74.77
Senior Designer	$ 129.12
Senior Engineer 1	$ 207.41
Senior Environmental Specialist	$ 127.60
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Patel, Greene and Associates, LLC**

SUBCONSULTANT NAME: N/A **CivilSurv Design Group, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Accountant	$ 75.00
CADD/Computer Technician	$ 105.00
CEI Assist Project Administrator/Project Engineer	$ 115.00
CEI Assoc Contract Support Spec	$ 75.00
CEI Consultant Engineer	$ 185.00
CEI Contract Support Specialist	$ 85.00
CEI Inspector/Engineer Intern	$ 115.00
CEI Instrument-Person	$ 60.00
CEI Project Administrator/CEI Project Engineer	$ 185.00
CEI Rod-Person/Chain-Person	$ 50.00
CEI Secretary/Clerk Typist	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 135.00
CEI Senior Project Engineer	$ 200.00
CEI Survey Party Chief	$ 75.00
CEI Utility Coordinator	$ 120.00
Chief Engineer 1	$ 225.00
Chief Engineer 2	$ 250.00
Community Outreach Specialist	$ 125.00
Design Intern	$ 100.00
Designer	$ 135.00
Engineer 1	$ 135.00
Engineer 2	$ 150.00
Engineering Intern	$ 105.00
GIS Specialist	$ 115.00
Land Planner	$ 120.00
Planner	$ 120.00
Principal Engineer	$ 250.00
Project Manager 1	$ 160.00
Project Manager 2	$ 185.00
Project Manager 3	$ 200.00

COSULTANT NAME: **Patel, Greene and Associates, LLC**

SUBCONSULTANT NAME: N/A **CivilSurv Design Group, Inc.**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Secretary/Clerical	$ 75.00
Senior Engineer 1	$ 185.00
Senior Engineer 2	$ 200.00
SUR Chief Surveyor	$ 200.00
SUR Field Crew Supervisor I	$ 100.00
SUR Field Crew Supervisor II	$ 120.00
SUR Party Chief	$ 70.00
SUR Principal Surveyor	$ 150.00
SUR Project Surveyor	$ 135.00
SUR Secretary/Clerical	$ 75.00
SUR SUE Technician 1 (Entry)	$ 60.00
SUR SUE Technician 2 (Junior)	$ 90.00
SUR SUE Technician 3 (Senior)	$ 120.00
SUR Survey Technician 1 (Entry)	$ 60.00
SUR Survey Technician 2 (Junior)	$ 80.00
SUR Survey Technician 3 (Senior)	$ 110.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 90.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 110.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 120.00
SUR Surveyor	$ 135.00
SUR UAS Operator	$ 140.00
Utility Coordinator	$ 125.00
[1] ***Proposed Job Classification**	**Loaded Hourly Rate**
2 Man Survey Crew	$ 135.00
3 Man Survey Crew	$ 170.00
4 Man Survey Crew	$ 200.00
2 Man SUE Crew	$ 145.00
3 Man SUE Crew	$ 180.00
4 Man SUE Crew	$ 210.00
Special Consultant Multiplier Factor (%)	n/a
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

[1] Rates include staff, trucks, trailers and equipment/gear, as applicable.

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:	**Patel, Greene and Associates, LLC**
SUBCONSULTANT NAME: N/A	**Earth Advisors**
DATED:	**January 22, 2021**

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
CEI Environmental Specialist	$ 125.00
CEI Landscape Inspector	$ 125.00
CEI Senior Environmental Specialist	$ 150.00
CEI Senior Landscape Inspector	$ 150.00
Environmental Specialist	$ 125.00
Landscape Designer	$ 150.00
Scientist	$ 150.00
Senior Environmental Specialist	$ 150.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Certified Arborist	$ 125.00
Certified Forester	$ 150.00
Registered Consulting Arborist	$ 150.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
FEE SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Patel, Greene and Associates, LLC**

SUBCONSULTANT NAME: N/A **Madrid CPWG**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
CEI Asphalt Plant Inspector	$ 75.00
CEI Assist Project Administrator/Project Engineer	$ 80.00
CEI Inspector/Engineer Intern	$ 95.00
CEI Inspector's Aide	$ 55.00
CEI ITS Inspector	$ 75.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Senior Inspector- Bldg Struct.	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 75.00
Chief Engineer 2	$ 190.00
Chief Planner	$ 142.50
Design Intern	$ 70.00
Designer	$ 90.00
Engineer 1	$ 140.00
Engineer 2	$ 180.00
Engineering Intern	$ 95.00
Engineering Technician	$ 50.00
GIS Specialist	$ 70.00
Inspector	$ 65.00
ITS Inspector	$ 75.00
Landscape Architect	$ 135.00
MAT Asphalt Plant Inspector	$ 75.00
MAT CADD/Computer Technician	$ 60.00
MAT Chief Engineer	$ 190.00
MAT Engineer	$ 135.00
MAT Engineer Intern	$ 80.00
MAT Engineering Technician	$ 50.00
MAT Geologist	$ 90.00
MAT Geologist Professional	$ 185.00
MAT GIS Specialist	$ 70.00
MAT Inspector	$ 65.00

COSULTANT NAME: **Patel, Greene and Associates, LLC**

SUBCONSULTANT NAME: N/A **Madrid CPWG**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 135.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 85.00
MAT Senior Engineering Technician	$ 75.00
MAT Senior Inspector	$ 75.00
MAT Technical Secretary	$ 59.00
MAT Technician Aid	$ 50.00
Planner	$ 105.00
Principal Engineer	$ 215.00
Project Manager 1	$ 170.00
Project Manager 2	$ 190.00
Secretary/Clerical	$ 62.00
Senior Designer	$ 120.00
Senior Engineer 1	$ 150.00
Senior Engineer 2	$ 180.00
Senior Engineering Technician	$ 90.00
Senior Inspector	$ 75.00
Senior Landscape Architect	$ 150.00
Senior Planner	$ 120.00
SUR Party Chief	$ 75.00
SUR Project Surveyor	$ 135.00
SUR Senior Surveyor	$ 160.00
SUR SUE Technician 1 (Entry)	$ 30.00
SUR SUE Technician 3 (Senior)	$ 45.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 65.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Chastain-Skillman Inc.** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Professional Engineering Services

related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation*. Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a “tail” or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers” as "Additional Insureds" on all policies except Workers’ Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than “A-Excellent: (FSC) VII”.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply “Per Jobsite/Per Job Aggregate.” All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Richard Jones, P.E.

Telephone: 407-831-3095 x 104 **Cell Phone:** 786-897-5907

E-mail: JonesRA@royalconsulting.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	**Chastain-Skillman Inc.**
	Address:	211 West Warren Ave
		Longwood FL 32750
	Attn:	Brian L. Roy
	Telephone:	407-831-3095 x101
	E-Mail:	RoyBL@RoyalConsulting.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____

Name: Scott Kirouac

Title: Chairman

Date: _____

CONSULTANT/VENDOR:

A Corporation

By: Brian L Roy

Name: BRIAN L. ROY

Title: PRESIDENT

Date: 2/5/2021

ATTEST:

By: _____

Name: Jerome Kaszubowski

Title: Clerk of Courts

Date: _____

NOTARY:

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing Agreement was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 5 day of February, 2021, by Brian L. Roy, as President of Royal Consulting Services, Inc., a Florida corporation, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

Suzanne E Green (signature)

Print Name: Suzanne E Green

Notary Public, State of Florida

Commission No. HH 038926

My Commission Expires: 9/1/2024

Notary Public State of Florida
Suzanne E Green
My Commission HH 038926
Expires 09/01/2024

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Chastain-Skillman Inc.

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Royal Consulting Services, Inc.**

DATED: January 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 85.00
Chief Engineer 1	$ 175.00
Chief Engineer 2	$ 200.00
Contract Coordinator	$ 85.00
Engineer 2	$ 145.00
Engineering Intern	$ 120.00
Engineering Technician	$ 100.00
Environmental Specialist	$ 135.00
GIS Specialist	$ 145.00
Office Manager/EEO/RCS	$ 85.00
Principal Engineer	$ 175.00
Project Manager 1	$ 145.00
Project Manager 3	$ 175.00
Secretary/Clerical	$ 80.00
Senior Engineer 2	$ 200.00
Senior Engineering Technician	$ 175.00
Senior Environmental Specialist	$ 135.00
Senior Inspector	$ 120.00
Technician Aid	$ 85.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Royal Consulting Services, Inc.**

SUBCONSULTANT NAME: **Polston Engineering, Inc.**

DATED: January 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 100.00
Chief Engineer 1	$ 145.00
Chief Engineer 2	$ 175.00
Chief Scientist	$ 130.00
Engineer 2	$ 145.00
Engineering Technician	$ 110.00
Environmental Specialist	$ 130.00
Principal Engineer	$ 175.00
Project Manager 2	$ 145.00
Project Manager 3	$ 175.00
Secretary/Clerical	$ 50.00
Senior Engineer 2	$ 145.00
Senior Scientist	$ 130.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Royal Consulting Services, Inc.**

SUBCONSULTANT NAME: **Soil & Water Engineering Technology, Inc.**

DATED: January 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Engineer 2	$ 200.00
Chief Scientist	$ 175.00
Engineering Intern	$ 45.00
Principal Engineer	$ 200.00
Senior Scientist	$ 175.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Royal Consulting Services, Inc.**

SUBCONSULTANT NAME: **Southeast Soil & Environmental Services, Inc.**

DATED: January 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Scientist	$ 150.00
Environmental Specialist	$ 150.00
Senior Environmental Specialist	$ 160.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Royal Consulting Services, Inc.**

SUBCONSULTANT NAME: **Andersen Andre Consulting Engineers, Inc.**

DATED: January 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 65.00
CEI Asphalt Plant Inspector	$ 95.00
Chief Engineer 1	$ 175.00
Engineer 2	$ 110.00
Engineering Intern	$ 80.00
Engineering Technician	$ 60.00
Environmental Specialist	$ 80.00
Inspector	$ 70.00
Principal Engineer	$ 175.00
Secretary/Clerical	$ 55.00
Senior Engineer 1	$ 110.00
Senior Engineer 2	$ 150.00
Senior Engineering Technician	$ 75.00
Senior Inspector	$ 80.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

ROYACON-01 BBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JCJ Insurance Agency, LLC
2208 Hillcrest Street
Orlando, FL 32803

CONTACT NAME:
PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321) 445-1076
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop & Cas of Amer	25674
INSURER B : Phoenix Insurance Co.	25623
INSURER C : RLI Insurance Company	13056
INSURER D : Hudson Specialty Insurance Co.	37079
INSURER E :	
INSURER F :	

INSURED
Royal Consulting Services, Inc
211 W Warren Ave
Longwood, FL 32750

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	6803H161895	10/5/2020	10/5/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA0R109987	10/5/2020	10/5/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	CUP5D009801	10/5/2020	10/5/2021	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	X	PSW0002097	8/1/2020	8/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			PRB 06 19 110793	10/5/2020	10/5/2021	Per Claim	2,000,000
D				PRB 06 19 110793	10/5/2020	10/5/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers are listed as Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. 30 Day Notice of Cancellation, except for 10 days for non-payment. A Waiver of Subrogation for all policies applies when required by written contract.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
505 S. Commerce Ave.
Sebring, FL 33870

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
Erin L Johnson

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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **TRC Worldwide Engineering Inc** ("Consultant") a Tennessee corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Professional Engineering Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Paul Moerschel, PE

Telephone: 239-939-1414 **Cell Phone:** 239-565-6118

E-mail: pmoerschel@trcww.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	TRC Worldwide Engineering Inc
	Address:	8340 Consumer Court
		Sarasota FL 34240
	Attn:	Paul Moerschel
	Telephone:	239 565 6118
	E-Mail:	pmoerschel@trcww.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____

Name: Scott Kirouac

Title: Chairman

Date: _____

CONSULTANT/VENDOR:
TRC Worldwide Engineering Inc
A FL Corporation

By: _____

Name: Paul Moerschel

Title: President

Date: _____

ATTEST:

By: _____

Name: Jerome Kaszubowski

Title: Clerk of Courts

Date: _____

Notary Public State of Florida
VICKIE L GOLDEN
My Commission GG 978409
Expires 04/28/2024

NOTARY:

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Agreement was acknowledged before me by means of [X] physical presence or [ ] notarization, this 12 day of February, 2021, by Paul Moerschel, with TRC Worldwide Engineering, Inc., a Florida corporation, who is either personally known to me [ ] or has produced FL. Drivers License as identification [ ].

(AFFIX NOTARY SEAL)

Vickie L. Golden (signature)

Print Name: VICKIE L. GOLDEN
Notary Public, State of Florida
Commission No. GG 978409
My Commission Expires: 04/28/2024

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

TRC Worldwide Engineering Inc

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **TRC Worldwide Engineering, Inc.**

DATED: January 21, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Inspector/Engineer Intern	$ 100.00
CEI Inspector's Aide	$ 80.00
CEI Project Administrator/CEI Project Engineer	$ 165.00
CEI Senior Inspector- Bldg Struct.	$ 120.00
CEI Senior Inspector/Senior Engineer Intern	$ 120.00
CEI Senior Project Engineer	$ 200.00
Engineering Intern	$ 100.00
Engineering Technician	$ 80.00
Inspector	$ 100.00
Principal Engineer	$ 250.00
Project Manager 1	$ 135.00
Project Manager 2	$ 135.00
Project Manager 3	$ 165.00
Senior Engineer 1	$ 175.00
Senior Engineer 2	$ 200.00
Structure Coating Inspector	$ 100.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Universal Engineering Sciences LLC** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide **Professional Engineering Services** related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance.* Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Lindsey N. Weaver

Telephone: 239-206-5089 **Cell Phone:** 941-628-6973

E-mail: lweaver@universalengineering.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	Universal Engineering Sciences LLC
	Address:	201 Waldo Avenue North
		Lehigh Acres FL 33971
	Attn:	Melvin Rodriquez
	Telephone:	239-489-2443
	E-Mail:	Lweaver@UniversalEngineering.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida		**CONSULTANT/VENDOR:** Universal Engineering Sciences LLC **A** FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Mark Isreal
Title:	Chairman	Title:	President
Date:		Date:	2/8/21
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Melvin Rodriguez
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	2/8/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

Universal Engineering Sciences LLC

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Universal Engineering Sciences, LLC**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Asphalt Plant Inspector	$ 95.00
CEI Building Inspector/Electrical	$ 90.00
CEI Geotech Engr- Cat I Bridge DSF	$ 100.00
CEI Geotech Engr- Cat I Bridge Pile	$ 85.00
CEI Geotech Engr- Cat II Bridge DSF	$ 125.00
CEI Geotech Engr- Cat II Bridge Pile	$ 125.00
CEI Geotechnical Technician- DSF	$ 75.00
CEI Geotechnical Technician- Pile Foundation	$ 75.00
CEI Inspector/Engineer Intern	$ 85.00
CEI Inspector's Aide	$ 70.00
Engineer 1	$ 105.00
Engineer 2	$ 125.00
Engineering Intern	$ 75.00
Engineering Technician	$ 60.00
Environmental Specialist	$ 105.00
Inspector	$ 95.00
MAT Asphalt Plant Inspector	$ 95.00
MAT Engineer Intern	$ 125.00
MAT Engineering Technician	$ 87.00
MAT Geologist	$ 60.00
MAT Principal Engineer	$ 200.00
MAT Project Manager	$ 125.00
MAT Secretary/Clerical	$ 75.00
MAT Senior Engineer	$ 185.00
MAT Senior Engineering Technician	$ 80.00
Office Manager/EEO/RCS	$ 7.00
Principal Engineer	$ 125.00
Project Manager 1	$ 75.00
Project Manager 2	$ 85.00
Project Manager 3	$ 95.00

COSULTANT NAME: **Universal Engineering Sciences, LLC**

DATED: January 22, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Secretary/Clerical	$ 50.00
Senior Engineer 1	$ 135.00
Senior Engineer 2	$ 150.00
Senior Engineering Technician	$ 70.00
Senior Environmental Specialist	$ 95.00
Special Consultant Multiplier Factor (%)	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

UNIVENG-01 KSANCHEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Universal Engineering Sciences, LLC 3532 Maggie Boulevard Orlando, FL 32811-6697	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			MKLV7PL0004492	1/1/2021	1/1/2022	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Highlands County, Florida
600 South Commerce Avenue
Sebring, FL 33870

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

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
1661 Worthington Rd Ste 175
West Palm Beach FL 33409

CONTACT NAME: Maria Molina AAI
PHONE (A/C, No, Ext): (561) 686-2266 **FAX (A/C, No):** (561) 686-2313
E-MAIL ADDRESS: mmolina@bb-wpb.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Continental Casualty Company	20443
INSURER D : StarStone Specialty Insurance Company	44776
INSURER E : Landmark American Ins. Company	33138
INSURER F :	

INSURED
Universal Engineering Sciences, LLC
3532 Maggie Blvd
Orlando FL 32811

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7011856226	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	7011857165	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7012083093	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7011858185	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Highlands County, a political subdivision of the State of Florida and its elected officials, agents, emplyees and volunteers are granted Additional Insured status with respect to General Liability if required by written contract per "Blanket Additional Insured-Owners, Lessees or Contractors-with Products-Completed Operations Coverage Endorsement" Form #CNA75079XX 10/16.
Primary and Non-Contributory status is granted with respects to General Liability if required by written contract per "Architects, Engineers and Surveyors Per Project Aggregate status is granted as respects to General Liability as per "General Aggregate Limit ¬ Per Project Endorsement" Form #CNA75061 01/15.
Contractual Liability as respects to General Liability as per Commercial General Liability Coverage Form #CG0001 04/13.

CERTIFICATE HOLDER
Highlands County
County Purchasing Manager
600 South Commerce Avenue
Sebring FL 33870

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
Michael Vega

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AGENCY CUSTOMER ID: 00348504

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Universal Engineering Sciences, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

*Additional Insured status is granted with respects to Automobile Liability policy on a primary basis with regard to the operations of the named insured if required by written contract per endorsement "Business Auto Coverage Form" form #CNA71527XX (10-2012)
*Waiver of Subrogation status is granted with respects to General Liability if required by written contract per "Architects, Engineers and Surveyors General Liability Extension Endorsement" Form #CNA75008XX (10-16).
*Waiver of Subrogation status is granted with respects to Workers Compensation if required by written contract per Waiver of Our Rights to Recover from Others Endorsement, form #WC000313 (04-1984).
*Waiver of Subrogation status is granted with respects to Automobile Liability if required by written contract per "Business Auto Coverage Form" form #CA04441013.
With regard to General Liability, when required by written contract, 30 Days Notice of Cancellation applies per form "Changes-Notice of Cancellation or Material Restriction Endorsement" form #CC68021A (02-2013).
With regard to Automobile, when required by written contract, 30 Days Notice of Cancellation applies per form "Notice of Cancellation or Material Change-Designated Person or Organization" form #CC68021A (02-2013).
With regard to Workers Compensation, when required by written contract, 30 Days Notice of Cancellation applies per form "Notice of Cancellation or Material Change Endorsement" form ##CC68021A (02-2013).
Excess policies follow form of the underlying policies.
Aggregate limit where applicable.

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Cyber Liability			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	Universal Engineering Sciences, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

D) Type of Insurance: Excess Liability; Carrier: Starstone Specialty Ins; Policy number: 77102C200ALI; Limit: $4,000,000 - Excess over lead umbrella (7012083093) for General Laibility Only

E)Type of Insurance: Excess Liability; Carrier: Landmark American Insurance Co.; Policy number: LHA092746; Limit: $2,000,000- Excess over lead umbrella (7012083093)for Auto Only

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

   A. in the performance of your ongoing operations subject to such **written contract**; or

   B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

      1. the **written contract** requires you to provide the additional insured such coverage; and

      2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

   A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

   B. additional insured coverage with "arising out of" language; or

   C. additional insured coverage to the greatest extent permissible by law;

   then paragraph **I.** above is deleted in its entirety and replaced by the following:

   WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

   A. coverage broader than required by the **written contract**; or

   B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

   A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      2. supervisory, inspection, architectural or engineering activities; or

   B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

   Primary and Noncontributory Insurance

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With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

   A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

   B. all medical expenses under **Coverage C**;

   that arise from **occurrences or accidents which can be attributed solely to ongoing operations at that project. Such** payments shall not reduce the General Aggregate Limit shown **in the Declarations, nor the Project General Aggregate** Limit applicable to any other project.

II. All:

   A. damages under **Coverage B, regardless of the number of locations or projects involved;**

   B. damages under **Coverage A**, caused by **occurrences which cannot be attributed solely to ongoing operations at** a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

   C. medical expenses under **Coverage C, caused by accidents which cannot be attributed solely to ongoing** operations at a single project,

   will reduce the General Aggregate **Limit shown in the Declarations.**

III. **The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit** shown in the Declarations, regardless of the number of projects involved.

V. **If a single construction or service project away from premises owned by or rented to the Named Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.**

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. the additional insured is a named insured under such other insurance; and

b. the **Named Insured has agreed in writing in a contract or agreement that this insurance would be primary and** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Persons Or Organizations
Name of Person or Organization

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Universal Engineering Sciences, LLC
Endorsement Effective Date: 01/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA POLICY

It is understood and agreed that:

The section entitled **WHO IS AN INSURED** is amended to include the following:

Any persons or organizations shown in the Schedule below are **insureds, but only to the extent coverage is** provided by **underlying insurance**, except for limits of liability. If additional insured status is granted pursuant to a contract or agreement in the **underlying insurance**, this insurance applies:

1. only with respect to operations by or on behalf of the **Named Insured**, and
2. only to the extent of the limits of insurance required by the contract or agreement, not to exceed the limits of this insurance.

SCHEDULE
Additional Insured

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 01/01/2021 Policy No. 7011858185 Endorsement No.
Insured Universal Engineering Sciences LLC Premium $

Insurance Company: Continental Casualty Insurance Company Countersigned by _____

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: UNIVERSAL ENGINEERING SCIENCES, LLC

Endorsement Effective Date: 01/01/2021

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **The Weiler Engineering Corporation** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide
Professional Engineering Services
related to tasks and projects hereinafter provided. These services may include those listed in the Agreement Category as further defined in **RFP 20-024 Professional Services Library of Consultants**, which are incorporated herein by this reference. The services performed by the Consultant under this Agreement may include professional services for projects in which the construction costs do not exceed the amount of $4 million dollars, for a study activity which does not exceed $500,000 or for work of a specified nature specified in Section 287.055(2)(g), Florida Statutes, then in effect or as amended therein.

This Agreement shall be deemed a "continuing contract" under Section 287.055, Florida Statutes. Provisions of this Agreement may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect or the nature of this Agreement. The terms and conditions of the above stated RFP are incorporated fully into this Agreement and serve as part of this Agreement.

The precedence of documents comprising the parties' agreement shall be: 1) this Agreement; 2) purchase order; 3) the RFP; 4) Consultant's Proposal. Consultant agrees that all work performed by Consultant pursuant to this Agreement shall be to the standards of, and approval by the County's Project Manager. Further, Consultant agrees not to publish or disseminate any materials developed pursuant to this Agreement without prior written approval by the Project Manager.

ARTICLE 2. TERM. The Agreement period is **five (5) years** on an as-needed basis.

ARTICLE 3. AGREEMENT PRICE. Each task or project shall be initiated by a separate Consultant Services Authorization (CSA) or Task Order Authorization (TOA) which will include a Scope of Services and Schedule of Payments. Each CSA and TOA shall include a duration during which the services shall be performed by the Consultant based on the nature of the work approved by the County. Appendix A contains suggested means of arriving at a schedule of fees based upon the types(s) of work to be performed by the Consultant.

The County shall pay the Consultant for satisfactory performance, as provided in this Agreement, subject to additions and deletions by amendments as otherwise provided in this Agreement.

Services of the Consultant shall be under the general direction of designated individuals, who shall act as the County's representatives during the performance of this Agreement. The Consultant shall, upon request, submit to the County brief written reports concerning the status of active projects.

This Agreement shall include the following documents, which are attached to and hereby made a part of this Agreement:

Appendix A: Method of Payment for Services and Expenses of Consultant
Appendix B: Compensation Schedule

ARTICLE 4. PAYMENT PROCEDURES. The Consultant will bill the County at the amounts set forth in the Schedule of Payments for services rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in Consultant Services Authorizations (CSA) or Task Order Authorizations (TOA) for specific services. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. In reference to vehicle travel to and from Highlands County, mileage and man-hours spent in travel time is considered incidental to the work and not an extra compensable expense.

Invoices shall be submitted to the Project Manager, who will determine if the Services rendered are satisfactory. Invoices shall be timely submitted and shall be in sufficient detail for the Project Manager and/or Purchasing Manager to ensure compliance with this Agreement. Invoices must reference the Purchase Order number and project name. Payment shall be made in accordance with the Highlands County Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONSULTANT. Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Consultant and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed by or for Consultant pursuant to this Agreement shall at all times, and in all places, be subject to Consultant's direction, supervision, and control as an employee of Consultant. Consultant shall exercise control over the means and manner in which its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to County shall be that of an independent Consultant and not as employees or agents of County. Services performed by Consultant pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Consultant toward any third-party.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for in this Agreement or amendment thereto.

ARTICLE 6. CONSULTANT PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Consultant agrees that all services shall be performed by skilled and competent personnel in accordance with generally accepted professional practices and standards.

Any changes or substitutions in the Consultant's key personnel as may be listed herein must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY. Consultant shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Agreement. Consultant shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Consultant shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 9. INSURANCE.

9.1 **Required Insurance.** Consultant shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Agreement and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the

amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Limited Liability Insurance:* The Consultant shall have and maintain professional liability insurance including errors and omissions with a limit not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the Agreement entered into in connection with this Agreement.

(e) For Consultant Services Authorizations exceed one hundred eighty (180) calendar days in duration or exceed $500,000, the minimum insurance limits stated in Sections B, C, and D of this Article shall be increased to:

* Commercial General Liability and Commercial Auto Liability - $3,000,000 instead of $1,000,000

* Professional/Errors & Omissions Liability - $2,000,000 instead of $1,000,000

9.2 **Additional Requirements.**

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers" as "Additional Insureds" on all policies except Workers' Compensation.

(b) Consultant shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an A.M. Best financial strength rating of no less than "A-Excellent: (FSC) VII".

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, County may suspend the Agreement until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Agreement for cause and Consultant shall be responsible for all direct and indirect costs associated with such termination.

9.3 Consultant is responsible for ensuring that all subconsultants comply with all insurance requirements.

9.4 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Consultant.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION. Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Consultant agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS. Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES. Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Consultant's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant. All fees, permits, certifications and licenses are the responsibility of the Consultant and are included in the Agreement price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. Except provided in Article 24 of this Agreement, no provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee of County or Consultant.

ARTICLE 14. TRUTH-IN-NEGOTIATION CERTIFICATE The signing of this Agreement and any Consultant Services Authorization or Task Order Authorization by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement and that Consultant Services Authorization or Task Order Authorization are accurate, complete and current as of the date of this Agreement and that Consultant Services Authorization or Task Order Authorization.

Those rates and costs shall be adjusted to exclude any significant sums if the County determines that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due

to inaccurate representations of fees paid to outside consultants. The County is entitled to exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 15. GOVERNING LAW AND VENUE. This Agreement and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Agreement shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

ARTICLE 17. SUBCONTRACTING. For any specific project, the Consultant reserves the right to select necessary subconsultant.

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination of the capability of the subconsultant to perform properly under this Agreement. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subconsultant fails to perform or make progress, as required by this Agreement, and replacement of the subconsultant is necessary to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

ARTICLE 18. PROJECT MANAGER. The County designates the County's Project Manager as set forth in the CSA or TOA ("Project Manager"). The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the County and is the County's primary contact person for Services performed pursuant to this Agreement.

The Consultant's primary contact person for Services performed pursuant to this Agreement shall be

Consultant Primary Designated Contact: Michael Giardullo

Telephone: 941-505-1700 **Cell Phone:** 941-916-8073

E-mail: mgiardullo@weilerengineering.org

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery

service, with confirmation of delivery requested, and addressed as follows:

To County: with copies to:	**Name:**	Highlands County Board of County Commissioners
		Christine Davis, Purchasing Manager
	and	Highlands County Legal Department
	Address:	600 South Commerce Avenue
		Sebring, Florida 33870
	Attention:	County Administrator and County Attorney
	and	Bell & Roper, P.A., Attorney for Highlands County Sherry Sutphen. Esquire
		2707 E Jefferson Street
		Orlando, Florida 32803
	Telephone:	863-402-6500
To Consultant	**Name:**	The Weiler Engineering Corporation
	Address:	201 W. Marion Ave Sute 1306
		Punta Gorda FL 33950
	Attn:	R. Jeff Weiler
	Telephone:	941-505-1700
	E-Mail:	Weiler7@MAC.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this

Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon seven days written notice to Consultant, County may, without cause and without prejudice to any other right or remedy of County, terminate the Agreement. In such case, Consultant shall be paid for completed services rendered by Consultant in accordance with the Agreement prior to the effective date of termination where such services are completed to the satisfaction and approval by the County. Consultant shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

26.2 Except as specified above, this Agreement may only be terminated by either party for cause based upon a breach of this Agreement. In the event of termination, the County shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

ARTICLE 27. <u>Sovereign Immunity.</u>

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

ARTICLE 28. CONFLICT OF INTEREST. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER. County is an Equal Employment Opportunity (EEO) employer. Work performed under this Agreement requires the Consultant to comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Consultant or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Consultant shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall require EEO compliance. When applicable, Consultant shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, and any applicable federal laws or regulations relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with Section 287.133, Florida Statutes, and any applicable federal laws or regulations.

ARTICLE 32. MISCELLANEOUS PROVISIONS.

32.1 Upon the occurrence of any event of default or breach by Consultant, all obligations on the part of County to make any further payments of funds pursuant to this Agreement shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default or breach without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

32.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32.3 Consultant certifies by signing this Agreement that no Commissioner or employee of the County has solicited or accepted gratuities, favors or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value

to any Commissioner or employee of the County.

32.4 Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the services.

32.5 Consultant shall report the status of performance of the services to County upon request and hold pertinent data, calculations, and records pertaining to this Agreement and performance of the services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION.

33.1 Pursuant to Florida Statutes, Section 448.095, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subconsultants performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subconsultant shall provide an affidavit to the Consultant stating that the subconsultant does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 34. COUNTY'S RESPONSIBILITIES. Provided such information is reasonably required by the Consultant to perform its services under this Agreement, the County shall:

34.1 Provide full information regarding requirements for the projects and tasks, including a program which shall set forth the County's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

34.2 Designate a representative authorized to act on the County's behalf with respect to the projects or tasks. The County or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

34.3 Furnish surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the Consultant in developing proper scopes of service and fulfilling project or task objectives.

34.4 Assist in gaining access to and make all provisions for access required for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

34.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions and comments regarding them within a reasonable time so as not to delay the services of the Consultant.

34.6 Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE. If by providing services to County pursuant to this Agreement Consultant is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

35.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following competition of this Agreement if Contractor does not transfer the records to the County.

35.4 Upon competition of this Agreement, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition 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 the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. AMENDMENTS AND MODIFICATION. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a

contemplated change, the Consultant shall, if requested by County: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Consultant shall suspend work on the portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 37. CONTINGENT FEES. The Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or entity, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage or gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 38. COMPLIANCE WITH DAVIS-BACON ACT, OTHER FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES OR EXECUTIVE ORDERS REQUIREMENTS. The Consultant hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The Consultant further acknowledges the possible necessity for amending this Agreement in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the County.

The Consultant shall comply with federal, state, and local laws, ordinances, regulations, and executive orders applicable to or affecting the services performed by or for Consultant pursuant to this Agreement.

The Consultant hereby agrees to include and comply with all additional provisions that are required by federal, state or local laws, regulations, ordinances or executive orders for the work to be performed, the project for which the work is to be performed or the funding for the work to be performed or the funding for the project for which the work is to be performed.

Damages, penalties, and fines imposed on Consultant or County resulting from Consultant's failure to obtain and maintain required licenses and certifications or comply with federal, state, and local laws, ordinances, regulations, and executive orders shall be borne by Consultant.

ARTICLE 39. AUTHORITY TO PRACTICE. The Consultant hereby represents that it has and agrees that it will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Agreement a current certificate of registration required under Florida Statutes.

ARTICLE 40. CONSTRUCTION COST AND ESTIMATES. The construction cost shall be the total cost or estimated cost to the County of all elements of the project(s) designed or specified by the Consultant including costs of additives or deductive work items regardless of whether they are awarded for construction. It shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the

Consultant, including a reasonable allowance of the Consultant's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work during construction.

Evaluations of the County's individual project budget(s) preliminary estimates of construction cost, and detailed estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the Consultant's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's project or task budget or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

No fixed limit of construction cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a project(s) budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

If the bidding or negotiation phase has not commenced within 90 days after the Consultant submits the construction documents to the County, any project or task budget(s) or fixed limit(s) of construction cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the construction documents to the County and the date on which proposals are sought.

If a fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the County shall:

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the project(s) within a reasonable time;
3. abandon the project(s); or
4. cooperate in revising the project(s) scope and/or quality as required to reduce the construction cost.

If the County chooses to proceed by revising the project(s) scope and/or quality, the Consultant shall, at actual cost but without profit, modify the Agreement documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Agreement documents shall be the limit of the Consultant's responsibility arising out of the establishment of a fixed limit. The Consultant shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the actual construction is commenced.

ARTICLE 41. SUCCESSORS AND ASSIGNS. The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.
Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 42. REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Highlands County, Florida,

and the Agreement will be interpreted according to the laws of the State of Florida, without giving effect to principles of conflict of laws. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, by rule, regulation, ordinance, or by statute or otherwise existing presently or during the administration of this Agreement. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The Consultant shall be responsible for the timely completion of subconsultants' work.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was due to causes reasonably beyond the Consultant's control and without its fault or negligence, the Agreement schedule and/or other affected provisions of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the work at any time.

ARTICLE 44. ARREARS. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further represents and agrees that it does not have and will not incur any obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 45. DISCLOSURE AND OWNERSHIP OF DOCUMENTS. The Consultant shall deliver to the County, if requested, reproducibles and computer files of all final documents and materials prepared by and for the County under this Agreement, including, but not limited to, Consultant Services Authorizations, Task Order Authorizations, Project Specifications, and Record Drawings.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order, notwithstanding that the Consultant will be permitted to disclose such information to the affected building trades. All drawings, maps, sketches, plans, and other data developed or purchased under this Agreement or at the County's expense shall be and remain its property and may be reproduced and reused at the direction of the County.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a project or tasks assigned the Consultant shall not be construed as publication in derogation of any right therein reserved by the Consultant.

If, however, the County uses for any other purpose the Consultant's documents, drawings, and specifications, or reuses them without written verification or adaptation by the Consultant for the specific purpose intended, it will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates or consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the County and the Consultant.

Unless otherwise provided in the Consultant Services Authorization or Task Order Authorization, the Consultant shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the Consultant's promotional and professional material. The Consultant's materials shall not include the County's confidential or proprietary information if the County advises the Consultant of the specific information considered to be confidential or proprietary.

ARTICLE 46. ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Agreement for at least five (5) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 47. NONDISCRIMINATION. The Consultant represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.
The Consultant and all subconsultants shall not discriminate on the basis of race, color, religion, sex, age, national origin, handicap or marital status in the performance of this Agreement.

ARTICLE 48. SURVIVAL. All covenants, agreements, and representations made herein or in any amendment hereto, which by their nature would continue beyond termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 49. ENTIRETY OF CONTRACTUAL AGREEMENT. The County and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 50. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
The Weiler Engineering Corporation
A FL **Corporation**

By: _____
Name: R. Jeff Weiler
Title: President
Date: 2/4/2021

ATTEST:

By: _____
Name: Edward Castle
Title: Vice-President
Date: 2/4/2021

APPENDIX A

**METHOD OF PAYMENT FOR SERVICES
AND EXPENSES OF CONSULTANT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
AGREEMENT FOR CONTINUING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
AND**

The Weiler Engineering Corporation

The County and the Consultant agree that differing methods of compensation are appropriate depending on the types of work which will be undertaken pursuant to this Agreement. The guidelines below provide a preliminary basis for selecting the method of payment as shall be agreed on a case by case basis by the County and the Consultant. Other mutually agreeable methods for determining compensation may be used as required.

A. FIXED FEE. This constitutes a negotiated total cost for the services in individual scopes of work. Monthly invoices shall be based on Consultant's estimate of proportion of Agreement tasks completed. The Consultant's costs are all inclusive of the costs associated with the positions identified.

B. SPECIAL CONSULTANTS. For services and reimbursable expenses of special subconsultants employed by the Consultant, when these services are not part of a fixed fee or percentage of construction basis, the amount billed to the Consultant times a multiplier factor no more than 1.1.

DEFINITIONS FOR APPENDIX A:

Salary Costs: The salary costs used as a basis for payment means the salaries and wages paid to all personnel engaged directly on any project, including, but not limited to, engineers, surveyors, designers, draftsmen, specifications writers, estimators, other technical personnel, stenographers, typists and clerks, and includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto.

The Consultant agrees that salary ranges charged to the County pursuant to this Agreement shall be within the Schedule attached hereto as Appendix "B". If authorized by the County, overtime work requiring higher than regular rates shall be allowed. The Consultant agrees not to bill beyond the range established for the job function being accomplished.

-END APPENDIX A-

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 2 PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **The Weiler Engineering Corporation**

DATED: January 25, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Engineer 2	$ 145.00
Designer	$ 80.00
Engineer 1	$ 145.00
Engineer 2	$ 145.00
Engineering Intern	$ 115.00
Engineering Technician	$ 80.00
Principal Engineer	$ 195.00
Project Manager 2	$ 145.00
Secretary/Clerical	$ 55.00
Senior Designer	$ 100.00
Senior Inspector	$ 105.00
Senior Planner	$ 125.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Expert Witness	$ 250.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Rebecca Cable, Human Resources Manager**

SUBJECT/TITLE: **Request approval of the updated Equal Employment Opportunity (EEO) Plan for the period of April 2021 through March 2023.**

STATEMENT OF ISSUE

The EEO encompasses all federal laws that prohibit job discrimination; most notably, Title VII of the Civil Rights Act. To remain in compliance with the requirements of the EEO, the County has created an EEO Plan to address and eliminate potential discrimination and guide hiring practices. This plan is updated and adopted every two years. The current plan for consideration will be effective from April 1, 2021 through March 31, 2023.

RECOMMENDED ACTION

Move to approve the Equal Employment Opportunity (EEO) Plan for the period of April 2021 through March 2023 as presented.

FISCAL IMPACT

No fiscal impact

Attachments: EEO PLAN 2021-2023.pdf

EQUAL EMPLOYMENT OPPORTUNITY PLAN

April 2021 – March 2023

NAME: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ADDRESS: 600 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

TELEPHONE: (863) 402-6500

PERSON RESPONSIBLE FOR THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:

Name: Rebecca Cable

Title: Human Resources Manager/EEO/ADA Coordinator

POLICY

It is the policy of the Highlands County Board of County Commissioners (Board) to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, national origin, disability/handicap, sexual orientation, gender, gender identity, genetics or any other legally protected group/class.

_____
Chairman
Highlands County Board of Commissioners

Adoption Date: March 16, 2021

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I. STATEMENT OF POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), to provide equal opportunity employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, national origin, disability/handicap, sexual orientation, gender, gender identity, genetics or any other legally protected class/group.

Equal employment opportunity shall be applied to all aspects of the employment process including, but not limited to, recruiting, testing, hiring, transfers, promotions, demotions, compensation, benefits, training, termination, layoff, and recall practices.

The Board will assure a determined and sustained effort in support of this belief and the policies outlined in its Equal Employment Opportunity Plan (Plan). The Board believes special measures and efforts are appropriate to preclude discrimination within its organization. To effectively promote Equal Employment Opportunity (EEO), the Board will seek the assistance of appropriate entities including community and civic organizations, educational institutions, vendors, and appropriate government agencies.

An effective equal opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Overall, the authority for the direction of equal employment opportunity policy, programs, and practices is vested with the Equal Employment Opportunity Coordinator.

II. RESPONSIBILITY FOR IMPLEMENTATION OF THE PLAN

The Human Resources Manager/EEO/ADA Coordinator is responsible for implementation and general administration of the Plan and will continually review all personnel policies, employment practices and procedures, and make recommendations on the steps to achieve full equal employment opportunity. The EEO Coordinator has the support of the Board and is given adequate time and assistance to execute this assignment.

The EEO Coordinator's responsibilities include, but are not limited to the following:

- Revise this Equal Employment Opportunity Plan and develop techniques for communicating the Board's policy and program both internally and externally.
- Assist in identifying possible EEO problem areas.
- Assist management in arriving at effective solutions to EEO problem areas.
- All required reports, including developing and implementing audit and reporting systems designed to measure the effectiveness of the Plan, as well as individual departmental efforts to identify areas that appear to require special attention or remedial action.
- Act as a resource person in equal employment opportunity, and serve as liaison between the Board and departments, enforcement agencies, special groups representing minorities, women, persons with disabilities and other community groups as appropriate.

- Investigate complaints and work to resolve internal and external complaints of alleged discrimination and harassment.
- Evaluate training activities related to equal employment opportunity programs and non-discrimination policies.
- Review qualifications of all employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer and termination actions occur.
- Auditing the contents of bulletin boards to ensure the compliance information is posted and up-to-date.
- Ensure the completion of the EEO-4 Report filed with the EEOC every odd year.
- Assure that Supervisors are being consistent with the County's Personnel Rules & Regulations and equal employment opportunity principles when making employment decisions, including job knowledge and skill requirement, interviews, compensation commitments, assignments, training and evaluation and employee relations.
- Assure that Supervisors follow and report to appropriate personnel any allegations of discrimination, harassment or retaliation.

III. IDENTIFICATION OF POSSIBLE PROBLEM AREAS

RECRUITMENT AND APPLICATIONS:

- The hiring and selection process consist of interviews conducted by an Interview Panel comprised of three (3) or more members to include the Supervisor, Department Director or department designee, and a member of Human Resources. For most positions, prior experience is necessary. Background investigations of applicants are comprehensive and include driving record and criminal background checks. For safety sensitive positions, drug testing is required.
- A review of present employee complement will be conducted to ensure that there is no discriminatory selection based on employment.
- Employment applications will be maintained and will be reviewed by department directors, or their designee, to ensure a non-discriminatory selection process. If any deficiencies are observed, a meeting will be held to discuss and correct the problem.
- The employment application form, whether paper or electronic, conforms to applicable state and federal regulations.
- Job titles are descriptive of job content.
- Qualified minorities and women receive all benefits received by non-minorities and are included in any Board sponsored activities or programs, if they are otherwise so entitled.
- The Equal Employment Opportunity Plan is supported by all department directors and supervisors.

JOB DESCRIPTIONS AND QUALIFICATION STANDARDS

- Analyze job description and qualification standards to be sure that in themselves they do not cause inadvertent unlawful discrimination and are free of gender bias.
- Ensure all members of management involved in recruitment, screening, and promotion fully understand the requirements of the established job.
- The overall selection process will be reviewed continually, including training and promotion procedures to ensure it is not biased or stereotypes minorities and women.
- All personnel involved in recruiting, screening, selecting, promoting, disciplining, and related processes continue to be carefully selected and trained to ensure that commitments to this Equal Employment Opportunity Plan are fully implemented.
- Qualified minorities and women will continue to be given careful consideration for all available positions.

IV. INTERNAL AUDIT AND REPORTING SYSTEMS

Reports will be created for the submission of the EEO-4 Report biennially, or as requested. The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity to all employees and applicants:

- Recruitment, advertising, and job application procedures.
- Hiring, promotion, layoff, recall from layoff.
- Rates of pay and any other forms of compensation including fringe benefits.
- Job assignments, job classifications, and job descriptions.
- Sick Leave, leaves of absence or any other leave.
- Training and attendance at professional meetings and conferences.

V. COMPLAINT RESOLUTION PROCEDURES

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure that anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the attention of their immediate supervisor. Procedures are as follows:

1. The complaint should be in writing using the Discrimination Complaint Form and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

2. The complaint should be submitted by the grievant and/or his or her designee as soon as possible but no later than fourteen (14) business days after the alleged violation to:

Human Resources Manager/EEO/ADA Coordinator
600 South Commerce Avenue
Sebring, FL 33870

3. Within fourteen (14) business days after receipt of the complaint, the Human Resources Manager or his or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fourteen (14) business days of the meeting, the Human Resources Manager or his or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, explaining the position of the Board.

4. If the response by the Human Resources Manager or his or her designee does not satisfactorily resolve the issue, the complainant and/or his or her designee may appeal the decision within fourteen (14) business days after receipt of the response to the County Administrator or his or her designee.

5. Within fourteen (14) business days after receipt of the appeal, the County Administrator or his or her designee will meet with the complainant to discuss the complaint and possible resolutions. Within fourteen (14) business days after the meeting, the County Administrator or his or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

6. All written complaints received by the Human Resources Manager or his or her designee, appeals to the County Administrator or his or her designee, and responses from these two offices will be retained by the Board for at least three (3) years.

VI. COUNTY POLICY

HARASSMENT POLICY

Harassment that is unlawful negatively affects morale, motivation, and work performance, as well as absenteeism and turnover. The Board does not tolerate any form of discrimination or harassment based on age, race, sex, religious belief, color, national origin, disability/handicap, sexual orientation, gender, gender identity, genetics, or any other category of protected persons as prohibited by law.

Harassment based on age, race, sex, religious belief, color, national origin, disability/handicap, sexual orientation, gender, gender identity, genetics, or any other category of protected persons, or other status as prohibited by law, is illegal. Verbal or physical conduct may constitute unlawful harassment when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that person, i.e. pay increases, promotions, job assignments, etc.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

SEXUAL HARASSMENT

Sexual harassment may consist of:

- Making sexual advances or seeking sexual favors or actions from an employee in exchange for better working conditions, a promotion, raise, or other improvement of job condition.
- Asking for sexual favors.
- Making sexual comments or jokes.
- Unwanted physical contact.

This is not a complete list of sexual harassment behaviors. If any employee feels that they are put in an uncomfortable position because of their sex, this could be considered harassment.

EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR

Specific examples of inappropriate or illegal behavior include, but are not limited to:

- Negative or offensive comments, jokes, or suggestions about another employee's gender or sexuality.
- Obscene or lewd sexual comments, jokes, suggestions, or innuendos.
- Slang names or labels that others find offensive, i.e. honey, sweetie, boy, girl, etc.
- Making negative comments about or calling attention to an employee's body or sexual characteristics.
- Laughing at, ignoring, or minimizing the complaints of an employee who experiences sexual harassment.
- Continuing certain behavior after a coworker has objected to that behavior.
- Displaying nude or sexual pictures, cartoons, etc. on County property.

RETALIATION

Any retaliation against a person for filing a harassment/discrimination charge or making a harassment/discrimination complaint is prohibited.

Retaliation occurs when adverse action is taken against an individual who reports a concern about

potentially illegal or unethical conduct or a violation of the Highlands County Board of County Commissioners policies or procedures. Employees found to be retaliating against another employee shall be subject to disciplinary action, up to and including termination.

AMERICANS WITH DISABILITIES POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure that full consideration is given to individuals with disabilities for employment. The Rehabilitation Act of 1973 was enacted to "promote and expand employment opportunities in the public and private sectors for handicapped individuals and to place such individuals in employment." Section 504 of the Rehabilitation Act of 1973, as amended by 45 CFR, Part 84, however, does not protect all "handicapped persons." To be considered as within the protected class/group, an individual must be a "qualified person with a handicap or disability." With respect to employment, the affected individual must be able "with reasonable accommodations (to) perform the essential functions of the job in question." The Americans with Disabilities Act of 1990 and as amended in 2009, Title I, Employment, further outlines the federal law that protects qualified individuals who have disabilities from being discriminated against in all phases of employment.

- In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Board will not discriminate against qualified individuals should he or she have a physical or mental impairment which substantially limits one or more major life activities; have record of such impairment; or is regarded as having such impairment.
- Effective Communication: The Board will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Board programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.
- Modifications to Policies and Procedures: The Board will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in Highlands County offices, even where pets are generally prohibited.
- Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Board, should contact the Human Resources Manage/ADA Coordinator, at 863-402-6500 as soon as possible but no later than forty-eight (48) hours before the scheduled event.
- The ADA does not require the Board to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

- The Board will not place a surcharge on an individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable

modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

LIMITED ENGLISH PROFICIENCY

It is the policy of the Highlands County Board of County Commissioners (Board), to take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent documents or any other applicable forms. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and clients and their families will be informed of the availability of such assistance free of charge.

- Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.
- Human Resources will be responsible for maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff.
- Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.
- To ensure confidentiality of information and accurate communication, minors and other clients will not be used to interpret.
- County staff will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in common areas. Documentation will also be available on the County website.

VII. DISSEMINATION OF EEO POLICY

INTERNAL DISSEMINATION

- The Equal Employment Opportunity policies are contained within the Highlands County Personnel Rules & Regulations and are posted on the County's website.
- New employees are given a printed copy of the Personnel Rules & Regulations which includes the EEO Plan and in addition it will be prominently discussed and explained in the new employee orientation sessions and/or during appropriate in-service training activities for County employees.
- The Plan will be discussed at staff meetings, and executive staff (management) sessions.
- The Plan will be publicized, as appropriate, in official publications for the Highlands County Board of County Commissioners employees.

EXTERNAL DISSEMINATION

- The Equal Employment Opportunity plan is posted on the County's website.
- Internet/online job announcements and other recruitment advertisements, publications, brochures, etc. for the Highlands County Board of County Commissioners will carry the clause An Equal Employment Opportunity/ADA (EEO/ADA) Employer.
- The County's Plan will be shared with appropriate organizations, clubs or agencies specifically aimed at minority populations, women and other protected classes.
- All Highlands County Board job announcements will continue to indicate that the County is an equal opportunity employer.

VIII. GOALS AND TIMETABLES

The Highlands County Board of Commissioners (Board) shall attempt to increase the representation of those targeted under this Equal Employment Opportunity Plan by identifying targeted protected groups. This shall be accomplished by directing, through adoption of this Plan, appointing authorities to meet goals for the inclusion of women and/or minorities who are substantially qualified to other applicants for vacancies in the targeted job categories found in the community per analysis of the work force (see appendices).

HIGHLANDS COUNTY EEO PLAN

County Workforce Statistics 2020

APPENDIX A

Job Category	Employees In Class	Male Totals	White	Hispanic or Latino	Black or African American	American Native Alaska Native	Asian Pacific Islander	Two or More Races	Female Totals	White	Hispanic or Latino	Black or African American	American Native Alaska Native	Asian Pacific Islander	Two or More Races
Officials/	12	7	7	0	0	0	0	0	5	5	0	1	0	0	0
Administrators															
Class %	100%	58.33	58.33	0.00	0.00	0.00	0.00	0.00	41.67	41.67	0.00	8.33	0.00	0.00	0.00
Professionals	35	14	14	0	1	0	0	0	21	16	4	1	0	0	0
Class %	100%	40.00	40.00	0.00	2.86	0.00	0.00	0.00	60.00	45.71	11.43	2.86	0.00	0.00	0.00
Technicians	84	58	47	6	2	2	1	0	26	25	1	0	0	0	0
Class %	100%	69.05	55.95	7.14	2.38	2.38	1.19	0.00	30.95	29.76	1.19	0.00	0.00	0.00	0.00
Protected Service Workers	49	44	39	5	0	0	0	0	5	5	0	0	0	0	0
Class %	100%	89.80	79.59	10.20	0.00	0.00	0.00	0.00	10.20	10.20	0.00	0.00	0.00	0.00	0.00
Admin Support	85	17	16	1	0	0	0	0	68	48	12	8	0	0	0
Class %	100%	20.00	18.82	1.18	0.00	0.00	0.00	0.00	80.00	56.47	14.12	9.41	0.00	0.00	0.00
Skilled Craft Worker	77	77	55	8	11	3	0	0	0	0	0	0	0	0	0
Class %	100%	100.00	71.43	10.39	14.29	3.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Service-Maintenance	31	22	9	8	5	0	0	0	9	4	3	2	0	0	0
Class %	100%	70.97	29.03	25.81	16.13	0.00	0.00	0.00	29.03	12.90	9.68	6.45	0.00	0.00	0.00
TOTALS	373	239	187	28	19	5	1	0	134	103	20	12	0	0	0
Total %	100%	64.08	50.13	7.51	5.09	1.34	0.27	0.00	35.92	27.61	5.36	3.22	0.00	0.00	0.00

HIGHLANDS COUNTY EEO PLAN

Community Labor Statistics 2010 Census

APPENDIX B

Job Category	Employees In Class	Male Totals	White	Black	Hispanic	Asian Pacific Islander	American Native Alaska Native	Two or More Races	Female Totals	White	Black	Hispanic	Asian Pacific Islander	American Native Alaska Native	Two or More Races
Officials/ Administrators	780	440	345	0	65	30	0	0	340	275	30	20	15	0	0
Class %	100%	56.41	44.23	0.00	8.33	3.85	0.00	0.00	43.59	35.26	3.85	2.56	1.92	0.00	0.00
Professionals	2,165	895	725	70	45	55	0	0	1,270	950	35	175	95	15	0
Class %	100%	41.34	33.49	3.23	2.08	2.54	0.00	0.00	58.66	43.88	1.62	8.08	4.39	0.69	0.00
Technicians	934	124	105	0	19	0	0	0	810	665	25	60	60	0	0
Class %	100%	13.28	11.24	0.00	2.03	0.00	0.00	0.00	86.72	71.20	2.68	6.42	6.42	0.00	0.00
Protected Service Workers	3,484	1,635	1,155	260	190	30	0	0	1,849	1,220	340	195	70	0	24
Class %	100%	46.93	33.15	7.46	5.45	0.86	0.00	0.00	53.07	35.02	9.76	5.60	2.01	0.00	0.69
Admin Support	3,593	655	525	45	50	0	0	35	2938	2450	205	220	4	4	55
Class %	100%	18.23	14.61	1.25	1.39	0.00	0.00	0.97	81.77	68.19	5.71	6.12	0.11	0.11	1.53
Skilled Craft Worker	2,189	2,150	1,830	95	180	15	0	30	39	35	0	4	0	0	0
Class %	100%	98.22	83.60	4.34	8.22	0.69	0.00	1.37	1.78	1.60	0.00	0.18	0.00	0.00	0.00
Service-Maintenance	1,275	1,025	730	50	215	0	10	20	250	200	0	50	0	0	0
Class %	100%	80.39	57.25	3.92	16.86	0.00	0.78	1.57	19.61	15.69	0.00	3.92	0.00	0.00	0.00
TOTALS	14,420	6,924	5,415	520	764	130	10	85	7,496	5,795	635	724	244	19	79
Total %	100%	48.02	37.55	3.61	5.30	0.90	0.07	0.00	51.98	40.19	4.40	5.02	1.69	0.13	1.14

The EEO Tabulation 2006-2010 (5-year ACS data) is available through American FactFinder (AFF) (factfinder2.census.gov) beginning November 29, 2012. This 107-table tabulation, which highlights the diversity of the labor force, is based on the American Community Survey (ACS) 2006-2010 five-year data (www.census.gov/acs). The Census Bureau produces this tabulation for four sponsoring Federal agencies: Equal Employment Opportunity Commission (EEOC), Department of Justice (DOJ), the Office of Federal Contract Compliance Programs (OFCCP) at the Department of Labor (DOL) and Office of Personnel Management (OPM). The EEO Tabulation serves as the primary external benchmark for comparing the race, ethnicity, and sex composition of an organization's internal workforce, and the analogous external labor market, within a specified geography and job category.

The EEO Tabulation 2006-2010 (5-year ACS data) contains information similar to comparable tabulations from the 1970, 1980, 1990 and 2000 censuses. Characteristics include sex, race, and Hispanic origin, crosstabulated by citizenship, occupation, industry, age, educational attainment, earnings, and unemployment status. The 2010 Census occupation categories used in this file are based on the 2010 Standard Occupational Classification (SOC) categories. Tables are tabulated for at least one of three geographic types: residence, worksite, and residence-to-worksite commuting flows. These are tabulated for one or more of the following geographic summary levels: U.S. Total, all states, the District of Columbia, and Puerto Rico, metro and micro areas, counties, places, and EEO county sets. All tables also include estimates, percentages, and margins of error.

To access the EEO Tabulation 2006-2010 (5-year ACS data) tables go to https://www.census.gov/people/eeotabulation/data/eeotables20062010.html.

https://www.census.gov/people/eeotabulation/about/faq5year.html

https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk

HIGHLANDS COUNTY EEO PLAN

Relevant Labor Market: Highlands County, Florida

APPENDIX C

		MALE														FEMALE													
Job Categories		**White**		**Hispanic or Latino**		**Black or African American**		**American Indian or Alaska Native**		**Asian**		**Native Hawaiian or Pacific Islander**		**Two or More Races**		**White**		**Hispanic or Latino**		**Black or African American**		**American Indian or Alaska Native**		**Asian**		**Native Hawaiian or Pacific Islander**		**Two or More Races**	
Officials/	Workforce #/%	13	81.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	3	19.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
Administrators	CLS #/%	1280	50.00	140	6.00	90	4.00	0	0.00	30	1.00	0	0.00	0	0.00	705	28.00	185	7.00	90	4.00	0	0.00	15	1.00	0	0.00	0	0.00
	Utilization %		31.00		-6.00		-4.00		0.00		-1.00		0.00		0.00		-9.00		-7.00		-4.00		0.00		-1.00		0.00		0.00
Professionals	Workforce #/%	13	30.00	0	0.00	1	2.00	0	0.00	0	0.00	0	0.00	0	0.00	21	48.00	4	9.00	5	11.00	0	0.00	0	0.00	0	0.00	0	0.00
	CLS #/%	880	24.00	185	5.00	95	3.00	0	0.00	90	2.00	0	0.00	0	0.00	1720	47.00	260	7.00	185	5.00	50	1.00	160	4.00	0	0.00	0	0.00
	Utilization %		6.00		-5.00		-1.00		0.00		-2.00		0.00		0.00		1.00		2.00		6.00		-1.00		-4.00		0.00		0.00
Technicians	Workforce #/%	65	66.00	7	7.00	5	5.00	3	3.00	1	1.00	0	0.00	0	0.00	16	16.00	2	2.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	CLS #/%	285	24.00	44	2.04	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	675	57.00	60	5.00	25	2.00	0	0.00	100	8.00	0	0.00	0	0.00
	Utilization %		42.00		4.96		5.00		3.00		1.00		0.00		0.00		-41.00		-3.00		-2.00		0.00		-8.00		0.00		0.00
Protected Services: non-sworn	Workforce #/%	4	80.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	20.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	CLS #/%	710	0.00	70	8.00	135	68.00	0	0.00	0	0.00	0	0.00	10	0.00	165	16.00	10	8.00	0	0.00	0	0.00	0	0.00	0	0.00	4	0.00
	Utilization %		80.00		-8.00		-68.00		0.00		0.00		0.00		0.00		4.00		-8.00		0.00		0.00		0.00		0.00		0.00
Administrative Support	Workforce #/%	4	6.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	45	73.00	10	16.00	2	3.00	0	0.00	1	2.00	0	0.00	0	0.00
	CLS #/%	1945	21.00	710	8.00	125	1.00	0	0.00	105	1.00	0	0.00	45	0.00	4870	53.00	705	8.00	515	6.00	4	0.00	4	0.00	0	0.00	75	1.00
	Utilization %		-15.00		-8.00		-1.00		0.00		-1.00		0.00		0.00		20.00		8.00		-3.00		0.00		2.00		0.00		-1.00
Skilled Craft	Workforce #/%	76	76.00	10	10.00	10	10.00	4	4.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	CLS #/%	2390	74.00	555	17.00	200	6.00	0	0.00	15	0.00	0	0.00	30	1.00	45	1.00	4	0.00	10	0.00	0	0.00	0	0.00	0	0.00	0	0.00
	Utilization %		2.00		-7.00		4.00		4.00		0.00		0.00		-1.00		-1.00		0.00		0.00		0.00		0.00		0.00		0.00
Service/	Workforce #/%	9	38.00	2	8.00	1	4.00	0	0.00	0	0.00	0	0.00	0	0.00	8	33.00	1	4.00	3	12.00	0	0.00	0	0.00	0	0.00	0	0.00
Maintenance	CLS #/%	2935	27.00	2360	22.00	575	5.00	50	0.00	120	1.00	0	0.00	20	0.00	2970	28.00	715	7.00	880	8.00	0	0.00	70	1.00	0	0.00	20	0.00
	Utilization %		11.00		-14.00		-1.00		0.00		-1.00		0.00		0.00		5.00		-3.00		4.00		0.00		-1.00		0.00		0.00

APPENDIX D

EEO-4 JOB CATEGORIES

Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district of area basis. Includes: department heads, bureau chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriff's, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicles, warehouse), inspectors (construction, building, safety, rent-and-housing, fire, A.B.C. Board, license, dairy, livestock: transportation), assessors, tax appraisers and investigators, coroners, farm managers, and kindred workers.

Professionals: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: Personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, system analysis, accountants, engineers, employment and vocational rehabilitations counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysis, airplane pilots and navigators, and kindred workers.

Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers, drafters, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (production or processing inspectors, testers and weighers), and kindred workers.

Protective Service Workers (Sworn): Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police and patrol officers, deputy sheriffs, bailiffs, correctional officers, detective, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance), and kindred workers.

Protective Service Workers (Non-Sworn): Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: fire fighters, emergency medical personnel and kindred workers.

Administrative Support (Including Clerical and Sales): Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and paperwork required in an office. Includes bookkeepers, messengers, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors, and kindred workers.

Skilled Craft Worker: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators, and kindred workers.

Service-Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operators, truck drivers, bus drivers, garage laborers, custodial employees, gardeners and groundskeepers.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **Legal Services Agreement**

STATEMENT OF ISSUE

Currently there is no Agreement between Highlands County and the County Attorney and in order for the County Attorney's services to continue, an Agreement must be in place.

RECOMMENDED ACTION

Move to approve the Legal Services Agreement

FISCAL IMPACT

$180.00 an hour for all services, with a minimum charge of one tenth of an hour for any activity completed on the County's behalf.

Attachments: Legal Services Agreement - 030321.pdf

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Highlands County Board of County Commissioners (County), 600 S. Commerce Avenue, Sebring, Florida 33870, and Bell & Roper, P.A. (Bell & Roper or County Attorney), 2707 E. Jefferson Street, Orlando, Florida 32803.

WITNESSETH

WHEREAS, the County is a political subdivision of the State of Florida which is in need of legal services and more specifically, a County Attorney; and

WHEREAS, Bell & Roper is a law firm of attorneys and counselors at law, all of which are duly licensed and authorized to practice the profession of law in the state of Florida; and

WHEREAS, the County desires to assign the duties of County Attorney to Sherry G. Sutphen, a partner in the firm of Bell & Roper; and

WHEREAS, Bell & Roper and Sherry G. Sutphen have agreed to serve in such capacity and perform the duties of the County Attorney for the County.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The County Attorney shall represent the County in all of its legal matters and serve the County as its chief legal officer except as otherwise dictated by the County. The primary County Attorney shall at all times remain in good standing with the Florida Bar.

2. The County Attorney shall:

    a. provide for the prosecution and defense of legal causes on behalf of the County;

b. provide legal services to the County Commission, County Administrator, County departments and County boards, commissions, committees and agencies;

c. attend all regular and special County Commission meetings and, as necessary, workshops and other meetings of the County, its boards, commissions, committees and agencies;

d. perform such other professional duties as may be required by ordinance, resolution or motion of the County Commission and as prescribed for county attorneys under Florida or Federal law;

e. assist the County Commission in the development of its policy but shall not engage in policy matters on its own accord;

f. schedule workshops for the County Commission and its boards, commissions, committees and agencies, in order to provide adequate training for the members of such bodies and to County staff so as to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the County;

g. address individual legal inquiries of all members of the County Commission related to County business but shall serve the County Commission as a corporate body and the local governing body of the County under controlling Florida law;

h. take such action, in its discretion and under controlling law, to provide the County with appropriate legal guidance and appropriate responses to legal inquiries; and

i. act in a manner that reflects highly upon the County and advances the County and its programs, projects and activities.

3. The County Attorney has been appointed by the County Commission and may be terminated with or without cause, by majority vote of the entire County Commission, at a regular meeting wherein the item is placed on the County Commission agenda prior to the start of the meeting in which the termination occurs.

4. The County Attorney is encouraged to be involved in local events and activities; however, shall not be involved in County political campaigns.

5. The County Attorney shall be compensated by the hour, at a rate of $180.00, for all services, with a minimum charge of one tenth of an hour for any activity completed on the County's behalf. The County Attorney shall issue statements monthly which shall be paid by the County within 30 days, in accordance with its standard processes and procedures. The stated rate shall also apply to legal services provided in the course of litigation, not covered by the County's insurance carrier, or other extraordinary situations. With regard to litigation or other extraordinary expenses such as court reporter services, real estate closing and title related services, filing fees, discovery related fees, delivery fees and the like, the County Attorney shall pass such costs through to the County on its monthly statement for payment in accordance with the County's standard processes and procedures. The above stated rates shall be fixed for a period of three (3) years from the date of execution by the County and may be increased thereafter as agreed by the parties but shall in no event increase by more than ten percent.

6. The office expenses and procurement of legal materials of the County Attorney shall be borne by the County Attorney unless the County requires specific and specialized material

solely for the use of the County. In such an event, said expense shall be passed through to the County on the monthly statement.

7. The County Attorney shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the County. Upon request, the County Attorney shall provide the County with Certificates of Insurance evidencing such coverage.

8. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the County and the County Attorney. The County Attorney shall be deemed, for all purposes set forth herein, an independent contractor. The County Attorney shall not be eligible for any employment benefits which the County provides to its employees, except as otherwise required by law. The County Attorney is not eligible to receive Florid State Retirement Benefits as a result of this contractual relationship with the County.

9. This Agreement constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

10. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

11. Pursuant to Florida Statutes, Section 448.095, the County Attorney shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of January, 2021.

Board of County Commissioners
Highlands County, Florida

_____
Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Bell & Roper, P.A.

_____
Michael J. Roper, Managing Partner

_____
Sherry G. Sutphen, Partner

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Rebecca Cable, Human Resources Manager** **Richard Fleeger, Parks & Facilities Superintendent**
SUBJECT/TITLE:	**Request to convert one Lead Custodian position to Assistant Custodial Supervisor.**

STATEMENT OF ISSUE

This request is to convert one Lead Custodian position (two remaining), Pay Grade 102 to the Assistant Custodial Supervisor, Pay Grade 103. The current Custodial Supervisor has a team of 16 individuals that report to them. The intent of this position is to assist the Supervisor with timekeeping duties, paperwork, ordering supplies, setting staffing assignments, and acting in the place of the Supervisor if that person is on vacation. This position is part of the Succession Planning for the Facilities Division.

RECOMMENDED ACTION

Move to approve the conversion of one Lead Custodian position to the Assistant Custodial Supervisor position as requested.

FISCAL IMPACT

No fiscal impact, the incumbent is paid within the new Pay Grade range.

Attachments: Assistant Custodial Supervisor (TBD).pdf
Lead Custodian (1074) 2.4.2020.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis age, race, sex, religious belief, color, national origin, disability/handicap, gender, gender identity, sexual orientation, genetics or any other legally protected group/class. **We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment**

Date:	March 16, 2021	**Department:**	Parks & Facilities
Title/Job Code:	Assistant Custodial Supervisor (TBD)	**Reports To:**	Custodial Supervisor (0903)
Pay Grade/Salary Range:	103 - $22,488.97 - $34,857.90	**Closing Date:**	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

This is an entry-level supervisory position responsible for the direction and oversight of staff that perform custodial duties of various County buildings and facilities. The individual filling this position should be assertive and enjoy working both indoors and outdoors.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

• Supervises, schedules, and coordinates the work functions of lead custodians and custodians involved in general housekeeping duties such as: cleaning offices, restrooms, sweeping, vacuuming, dusting, mopping, and other similar duties. Performs custodial work as required.
• Coordinates, schedules, monitors and supervises team maintenance activity of employees.
• Coordinates, schedules, and monitors contract workers in facilities performing duties related to custodial care.
• Responsible for training new custodians from Onboarding through the completion of the initial probation period.
• Responsible for orientation and continued training of all Custodians.
• Prepares and submits requisitions for supplies and equipment via the Custodial Supervisor.
• Supervises the work functions of custodial staff. Verifies time and attendance reports, assists with employee evaluation reports, disciplinary actions, and other administrative documentation.
• Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
• Consistently follows Board policies and procedures.
• Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

• Knowledge of materials, methods and techniques required to properly maintain buildings and facilities in a clean, healthy, and sanitary manner.

• Knowledge of the equipment used by the custodial staff.

• Knowledge of equipment capabilities and maintenance requirements.

• Knowledge of purchase requisition procedures.

• Skill in the proper methods of custodial service, and maintenance of buildings and other facilities.

• Ability to plan and supervise the work of others.

• Ability to understand, follow and communicate oral and written instructions.

• Ability to report time and attendance information and complete employee evaluations.

• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of office and janitorial equipment to include, but not limited to computers, mops, and brooms. Must be able to frequently position self to work under or around various items to perform custodial tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Frequently ascends/descends stairs, ladders and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle for up to four (4) hours.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduation from high school or possession of an acceptable equivalency diploma and a minimum of three (3) years of custodial experience with at least one and one-half (1.5) years in a supervisory position, including Lead Custodian or equivalent.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver's License.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis of Race, Color, National Origin, Sex, Religion, Age, or Disability in Employment or the Provision of Services.

We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment

Date:	February 4, 2020	**Department:**	Parks & Facilities (2672)
Title/Job Code:	Lead Custodian (1074)	**Reports To:**	Custodial Supervisor (0903)
Pay Grade/Salary Range:	102 - $21,017.73 - $32,577.48	**Closing Date:**	Until Filled

Completed applications for employment with Highlands County may be submitted in one of two ways: 1) a printed job application submitted to our Human Resources department located at 600 S. Commerce Ave, Room B233, Sebring, FL 33870 (either in person or by mail; or 2) fax a printed application to 863-402-6508. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated above without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A laborer position responsible for moderately heavy and detailed work performing housekeeping and other light maintenance tasks for County Buildings and property. The individual filling this position should be assertive and detail-oriented. This position acts as a Lead Worker.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Scrubs, mops, waxes, and polishes exposed floors.
- Vacuums, cleans, and sweeps carpeted areas.
- Dusts and polishes furniture.
- Washes windows, woodwork, paneling, toilets, wash basins, and other fixtures in buildings.
- Restocks paper and liquid products in bathrooms, kitchens, and other designated areas.
- Changes towels, toilet paper, and soap in washrooms or other designated work areas.
- Sweeps and generally cleans sidewalks and other outside areas near buildings.
- Removes trash and other obstructions from buildings, sidewalks, driveways, and parking areas.
- Replaces burned-out light bulbs.
- Assists in making minor repairs to buildings and equipment.
- Moves office furniture and equipment to new locations as needed.
- Operates motor vehicles to transport materials and personnel.
- Supervises fellow Custodians assigned to team.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of materials, methods and equipment required in the performance of janitorial work.
- Skill in the operation of hand tools, buffers, vacuums and other mechanical equipment.
- Skill in directing and supervising subordinates.
- Ability to understand and communicate oral and written instructions.

• Ability to function efficiently without supervision.
• Sufficient agility to safely perform a variety of custodial tasks.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 10% of the time. Frequently operates various types of janitorial equipment to include, but not limited to brooms, mops, and vacuums. Must be able to frequently position self to work under or around various items to perform custodial tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Frequently ascends/descends stairs, ladders and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle for up to four (4) hours. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduation from an accredited high school or possession of an acceptable equivalent diploma preferred. A minimum of five (5) years of experience in commercial custodial work.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Drivers License.

Completion of Supervisory and Customer Service Training required upon completion of probationary period.

OTHER JOB-RELATED REQUIREMENTS:

Disaster essential.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Consideration of Consultant Service Agreement with Chastain-Skillman, Inc. for Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 20-21-063**

STATEMENT OF ISSUE

The existing borrow pit at the HCSWMC, which is located near the western side of the landfill property, was originally permitted in December, 2012 and is nearing being completely mined out. Additional sand material is needed to produce blend material for daily cover, covering the outside slopes of the landfill, and construction of the next cell within the next couple years. There is a section of landfill property, approximately fifty-five (55) acres in size, that is currently inaccessible due to the Arbuckle Branch and no existing access point to the property. The engineering design will include permitting of an access to the property crossing over the Arbuckle Branch along with a new phased borrow pit site. Funds in the amount of $85,155.00 will need to be reallocated from Cost Center 9990F (Budgetary Expenditure 401), Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal) Account 53100Z (Project Professional Services).

RECOMMENDED ACTION

Move to approve the CSA with Chastain-Skillman, Inc. for Engineering Design and Permitting for the Highlands County Solid Waste Management Center – Borrow Pit Mining for Cover Material Project and Budget Amendment 20-21-063 in the amount of $85,155.00.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 20/21 budget as this budget amendment is transferring $85,155.00 from the Solid Waste Reserve for Contingency account.

Attachments: 20-21-063 Project 20045 HCSWMC - Borrow Pit Mining 20-21 (BA).pdf
HC Solid Waste Management Center-8.5X11 (LS).pdf
Chastain Skillman CSA for Borrow Pit.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 4, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/3/2021**

SUBMITTED BY: **Robert Diefendorf, P.E., Project Mgr.**

FUND(S): **401**

FUND TITLE(S): **Solid Waste**

COST CENTER(S) #: **9990F, 4210**

PROJECT(S) #: **20045**

PROJECT TITLE(S): **HCSWMC - Borrow Pit Mining 20-21**

COST CENTER TITLE(S): **Budgetary Expenditure 401, Refuse Disposal System 401**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	9990F	59900	Reserve for Contingency		608,650.00		85,155.00	523,495.00
E	401	4210	53100Z	Project Professional Services	20045	0.00	85,155.00		85,155.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to fund Project #20045 in the amount of $85,155 for Engineering Design & Permitting services for the Highlands County Solid Waste Managemet Center - Borrow Pit Mining for Cover Material Project.**

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

REQUEST # **20-21-063**

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

Signature: _____

Date: / /

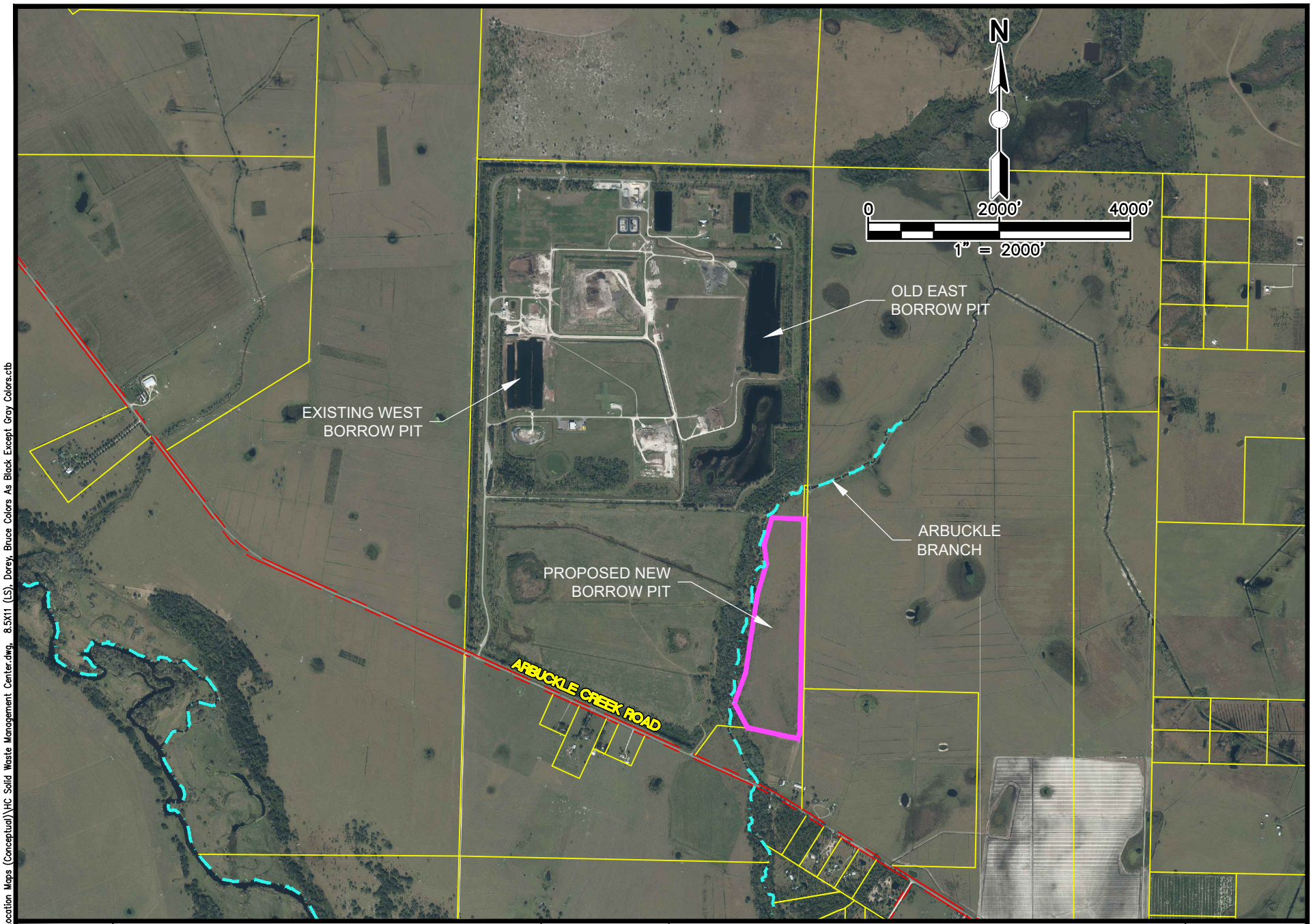
DATE: / /

TRANSFER TYPE:

____ ITEM TO ITEM
XX RESERVE
____ BY RESOLUTION
____ SUPPLEMENTAL BUDGET

Distribution: ____ Accounting ____ Purchasing ____ Department

Form Revised 10/11/2010



G:\PROJECTS\Other Projects\Location Maps (Conceptual)\HC Solid Waste Management Center.dwg, 8.5X11 (LS), Dorey, Bruce Colors As Black Except Gray Colors.ctb

DESIGNED BY:	J.D. LANGFORD, JR., P.E.
DRAWN BY:	BRUCE DOREY
CHECKED BY:	CLINTON HOWERTON, P.E.
IN CHARGE:	CLINTON HOWERTON, P.E.
DATE:	3/4/2021

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: CLINTON HOWERTON, JR., P.E.
FLORIDA REGISTRATION NO.: 61021
DATE:

12700 ARBUCKLE CREEK ROAD HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER PROPOSED NEW BORROW PIT

SCALE: HORIZ.	1"=2000'
VERT.	N/A
DRAWING NO.	N/A
REV.	0
DATE:	3/4/2021
SHEET	1 OF 1

HIGHLANDS COUNTY, FLORIDA
CSA/TASK AUTHORIZATION FORM

Upon binding execution by both Parties, this CSA becomes an attachment to and a permanent part of the Standard Contract for Continuing Professional Services between Highlands County (COUNTY) and Chastain Skillman, Inc. (CONSULTANT) dated May 5, 2015. In accordance with Florida Statutes Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outline in the Contract for Continuing Services.	**Project Amount:** $85,155.00
	Budget Account Number: 4210/53100Z
	County Project Manager: Robert A. Diefendorf, Jr.
	Consultant: Chastain-Skillman, Inc.
	Consultant Project Manager: W.R. Cauthan, P.E.

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TASK AUTHORIZATION AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED	
Each Task Authorization package must include: **Exhibit A** – Scope of Work **Exhibit B** – Sub-Consultants **Exhibit C** – Compensation **Exhibit D** – Map of Site	
Recommended By: Print: Clinton Howerton III Signature:	Date: 3-5-21
Reviewed By: Print: Randy Vosburg Signature: Randy Vosburg	Date: 3/8/21
CONSULTANT ACCEPTANCE	**COUNTY APPROVAL**
Print Name: W. R. CAUTHAN	**Print Name:**
Signature:	**Signature:**
Date: Feb. 23, 2021	**Date:**

Exhibit
"A"
Scope of
Services

Project: HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER – BORROW PIT MINING FOR COVER MATERIAL

The CONSULTANT is to provide engineering services for the project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

SECTION I. TASK 1. SURVEY SERVICES

The **CONSULTANT** will be responsible to prepare a Topographic Survey of approximately 55 acres located at the Highlands County Landfill as depicted on the attached Exhibit "D". Specific services include:

- Locate "normal water elevation" and "seasonal high-water elevation" at up to three (3) locations along the creek as flagged or staked by the **CONSULTANT**.
- Locate enough ground shots to clearly define the topography along each survey line including swales, ditches, creeks, dirt roads, etc. **CONSULTANT** will determine site elevations on a maximum fifty-foot (50') interval and at grade breaks greater than one-half foot within the limits described below.
- Survey no more than ten (10) cross sections perpendicular to the eastern boundary line of the proposed borrow pit area. These lines will be spaced approximately four hundred foot (400') apart. Survey lines will extend from the eastern boundary line west to the top of bank of Arbuckle Branch.
- Survey cross sections at one-hundred-foot (100') intervals perpendicular to the proposed haul road. The survey corridor will be approximately 100' wide and extend from the existing gravel road east to the proposed borrow pit.
- Locate and depict aboveground improvements on the survey.
- Locate living trees 6-inch diameter or larger when measured at diameter breast height (DBH). In areas of dense tree coverage, only the edge of the tree line will be depicted.
- Reference all elevations to existing published National Geodetic Service benchmarks.
- Conduct office research, field coordination, and quality control measures as deemed necessary by the **CONSULTANT** in order to produce the survey with required information in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.

  <u>Deliverables</u>

  - Topographic Survey to include the following:
    - A conversion from National Geodetic Vertical Datum of 1929 (NGVD29) to the North American Vertical Datum of 1988 (NAVD88).
    - Spot elevations and one-foot (+/-) contours based on NAVD88. The spot elevations upon which the contours are based will be indicated on the drawings. An interpolated one-foot contour line (+/- 6 inches) will also be plotted on the drawing.
    - Invert information of accessible storm water and sanitary sewer structures.

- Electronic copy of the survey in AutoCAD Civil 3D 2020, excluding title block and certifications.
- Six (6) copies of the signed and sealed survey(s) of the above-referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.

SECTION II. TASK 2: ENVIRONMENTAL SERVICES

The **CONSULTANT** will conduct a site walk-over on approximately 55 acres in the vicinity of the new Borrow Pit area to determine the potential for occurrence of listed species and critical habitat. This task shall include delineating the wetland boundary and setting the normal pool and seasonal high elevation on the Arbuckle Branch at three (3) different locations along the approximate 3,800 ft. length of the wetland.

The **CONSULTANT** will review current hydrological and geological data/soil borings, to characterize hydro-geological conditions. This data is required by South Florida Water Management District (SFWMD) as part of their Mining/Dewatering Permit Application.

Deliverables

- Wetlands Boundary Delineations.
- Environmental Report to define environmental considerations to include:
    - Onsite wetlands and OSW features,
    - Listed Species,
    - SWFWMD Permitting,
    - Mitigation options, and
    - Avoidance and minimization measures.

SECTION III. TASK 3: GEOTECHNICAL SERVICES

The **CONSULTANT** will perform geotechnical services for the site to include the following tasks:

- Complete eight (8) 40-foot deep Standard Penetration Test (SPT) borings.
- Classify and provide laboratory testing on soils from the borings.
- Complete three (3) test pits adjacent to Arbuckle Branch to a depth of up to 2.5 feet below ground surface to observe historical indicators of the seasonal high groundwater level and to collect two (2) sets of Shelby tube samples (one vertical/one horizontal per set) for laboratory/permeability testing.

Deliverables

- Two (2) copies of a signed and sealed Geotechnical Investigation Report by a registered geotechnical engineer to include:
    - Summary of findings.
    - Table of soil parameters for each boring.
    - A brief summary of Natural Resources Conservation Service (NRCS) soil survey information including published seasonal high groundwater data.
    - A summary of laboratory testing.
    - Soil Boring Profiles.

SECTION IV. TASK 4: ENGINEERING SERVICES

Task 4a: Existing Conditions Hydrologic & Hydraulic (H&H) Analysis

The **CONSULTANT** will develop a detailed ICPR v4 surface water model to characterize the existing flow rates and surface water stages in the vicinity of the project area, for the range SFWMD design storms.

Deliverable:

- Surface water modeling

TASK 4b: Existing Conditions Groundwater Analysis

The **CONSULTANT** will develop a ground water model to establish the current groundwater levels and flow rates. The model will subsequently be used to evaluate potential groundwater drawdown resulting from dewatering of the proposed borrow area. This analysis will only be provided if requested by the permitting agencies.

Deliverable:

- Ground water modeling

Task 4c: Engineering Design

The **CONSULTANT** will develop a Concept Design for the mining plan for the 55-acre site creating approximately six (6) phases. Each phase shall be approximately 470 feet in length, running from north to south and varying in width between the easterly property line and Arbuckle Branch. These phases will be divided into four (4) mining cells, 80 ft. wide and running in an east to west direction and having 50 ft. wide berms between these cells which will be mined and removed upon completion to create one large cell. During this mining operation, the active pit shall be dewatered by pumping and gravity drainage into an approximately 1.75-acre sediment basin which then discharges into a spreader swale adjacent to Arbuckle Branch. The Dewatering level shall not be lower than the seasonal high-water elevation in Arbuckle Branch.

An approximate 1700 ft. long haul road shall be constructed from the existing landfill site to the northwest, across Arbuckle Branch into the borrow pit mining area.

From the initial Concept Deign, the **CONSULTANT** will prepare site construction plans to include:

- Current Aerial Photograph.
- Topographical Survey.
- Cross Drains in Arbuckle Branch
- Borrow Pit Site/Phasing Plan
- Site Grading and Drainage Plan
- Borrow Pit Cross-Sections
- A reclamation plan for each mining phase and for the total borrow pit area.
- Miscellaneous construction details

Plans shall be submitted to the County for review and comment at 30%, 60%, 90% and Final Design.

Deliverables

- Concept Design Plan Set.
- 30% Plan Set,
- 60% Plan Set.
- 90% Plan Set. and
- Final Design Plan Set.

Task 4d: Proposed Conditions Hydrologic & Hydraulic (H&H) Analysis

The **CONSULTANT** will update the existing conditions model to reflect the proposed dewatering. The model will be used to attempt to demonstrate groundwater drawdown does not adversely affect adjacent surface water features. This analysis will only be provided if requested by the permitting agencies.

Deliverable:

- Updated Existing Conditions Surface water modeling if required.

Task 4e: Proposed Conditions Groundwater Analysis

The **CONSULTANT** will update the existing conditions model to reflect the proposed dewatering. The model will be used to attempt to demonstrate groundwater drawdown does not adversely affect adjacent surface water features. This analysis will only be provided if requested by the permitting agencies.

Deliverables:

- Updated existing conditions model if required.

Task 4f: Stormwater Analysis Report

The **CONSULTANT** will develop a stormwater analysis report outlining the methods and results of Tasks 4a through Tasks 4f.

Deliverables

- A Stormwater Analysis Report signed and sealed by a Florida Licensed Professional Engineer for submittal as a part of the Environmental Resource Permit (ERP) application.

SECTION V. TASK 5: PERMITTING SERVICES

The **CONSULTANT** will prepare and submit the following permit applications:

- Utilizing the information listed above, prepare and submit an Environmental Resource Permit (ERP) for Mining and Dewatering, along with Environmental information required in Section C of the application, this will include Table 1 – Project Wetland and Other Surface Water Impact Summary to SFWMD. This permit application shall include a monitoring program for the existing wetland in Arbuckle Branch in which water levels will be monitored to detect adverse impacts from the mining operation (actual monitoring to be conducted by the

County).

- Since the Florida Department of Environmental Protection (FDEP) renewed the County's current Landfill Operation Permit No. 0038570-033-SO-01 on 8/26/19, the Consultant shall coordinate the landfill cover mining plan with the FDEP.
- FDEP 404 Permit Application will be prepared providing the Project Wetland and Other Surface Water Impact Summary (404 Permitting has been turned over to FDEP from the United States Army Corps of Engineers).
- Preparation of the FDEP Wetland Data Forms required during the 404 process, the required Chapter 62-340 FAC Data Forms will be completed for each jurisdictional wetland and submitted as a part of the FDEP permit submittal.
- Mitigation options and determination will be researched and any appropriate mitigation banks that are within the basin of project impacts will be researched to determine the cost of mitigation for the proposed project.
- Unified Mitigation Assessment Method (UMAM) evaluations for direct and secondary impacts will be completed for impacts to the project wetlands to determine the amount and type of compensatory mitigation that will be required.
- Responses for up to two Requests for Additional Information, from both SFWMD and FDEP will be provided.

Deliverables

- Permit application documents shown above.

Services Not Included:

- Payment of Permit Application Fees/Mitigation Fees.
- Boundary surveys (provided by County).
- Permitting for United States Fish & Wildlife Service (USFWS).
- Formal listed species surveys or permitting.
- Mitigation Plan for wetland impacts.
- Formal cultural resource surveys.
- Preparation of Bid Documents or Bidding.
- Any Permitting beyond that which is described above.
- Construction Inspection, Stakeout or Final Certification.
- Preparation of "As-Built" survey.
- Testing to determine aquifer parameters, dewatering rates, or the rate of groundwater flow.
- Any other services not expressly stated in the Scope-of-Services herein.

Assumptions:

- The COUNTY shall provide a boundary survey.
- A permit from FDEP's Bureau of Mining and Minerals Regulation (BMMR) will not be required as no material is being taken off-site and no processing of the material is performed on-site.
- A National Pollutant Discharge Elimination System (NPDES) permit shall not be required as no discharge from the site is anticipated.
- A modification of the existing Surface Water Managements System (Permit No. 28-00342-S) shall not be required.
- Water Use permitting is not required.

Period of Services:

Upon receipt of a duly executed copy of this CSA/Task Authorization, the CONSULTANT will promptly initiate the Scope of Services outlined above. The time to substantially complete the services to submittal of the Mining/Dewatering permit application will be within one-hundred twelve calendar days from the final execution of the Authorization. Since the CONSULTANT has no control over the regulatory agencies, the time for final completion is beyond the control of the CONSULTANT.

Exhibit "B"
Sub-Consultants

Geotechnical Engineers:
Madrid CPWG Engineering, Inc.
2030 State Road 60 East, Bartow, FL 33830
contact: Mr. Kevin Hill, 863 533 9007

Hydrologic & Hydraulic Engineers:
Albrecht Engineering Group, LLC
PO Box 12962, Fort Pierce, FL 34949
contact: Mr. Kevin Albrecht 772 323 9140

Environmental Scientists:
Environmental Science Associates
5401 South Kirkman Road, Suite 475, Orlando, FL 32819
contact: Mr. Craig Stout, 407 227 5598

Exhibit "C"
Compensation

TASK	DESCRIPTION	FEE
Highlands County Solid Waste Management Center – Borrow Pit Mining For Cover Material		
1	Survey Services	$ 16,865.00
2	Geotechnical Services	$ 16,925.00
3	Environmental Services	$ 14,795.00
4	Engineering Services	$ 31,240.00
5	Permit Phase Services	$ 5,330.00
FIXED FEE (Including Reimbursable Expenses)		**$ 85,155.00**

Compensation for the professional services listed above shall be based on a fixed fee arrangement, including reimbursable expenses. The total fee, including reimbursables, shall be $85,155. Invoices will be sent each month on or before the fifteenth of the month. Each invoice will contain a brief summary of the tasks performed during the month and an estimated percentage of completion for the entire project. The **COUNTY** and **CONSULTANT** agree that the individual tasks may be exceeded, provided the total fixed fee is not exceeded without the prior written authorization from the **COUNTY**.



CHASTAIN SKILLMAN

C.A. No. 262

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT "D" MAP OF SITE

By: CHASTAIN SKILLMAN, INC., 205 E ORANGE ST, SUITE #110, LAKELAND, FL 33801-4611, (863) 646-1402	SCALE: 1" = 500'	DATE: 02/23/2021	PROJECT: WRC200.12

P:\WRC20012\CAD\Civil\WRC20012\Production Drawings\WRC20012-WRC-2020-CONCEPT-02.dwg 8x11 (Civil) Feb 23, 2021 by: rcarnahan

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Richard Fleeger, Parks & Facilities Superintendent** **Rebecca Cable, Human Resources Manager**
SUBJECT/TITLE:	**Request approval to downgrade one Finish Carpenter position, Pay Grade 109 to a Carpenter Apprentice, Pay Grade 104.**

STATEMENT OF ISSUE

The request to downgrade a Finish Carpenter position to a Carpenter Apprentice position is part of the succession planning in the Parks and Facilities Department.

RECOMMENDED ACTION

Move to approve the request to downgrade the Finish Carpenter position to a Carpenter Apprentice Position as presented.

FISCAL IMPACT

This change represents a $9686.68 in salary savings to the General Fund.

Attachments: Carpenter Apprentice (1130).pdf
Finish Carpenter (0973).pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment

Date:	November 3, 2020	**Department:**	Parks & Facilities
Title/Job Code:	Carpenter Apprentice (1130)	**Reports To:**	Carpenter Supervisor (0974)
Pay Grade/Salary Range:	104 - $24,063.20 - $37,297.95	**Closing Date:**	Until Filled

Completed applications for employment with Highlands County may be submitted in one of two ways: 1) a printed job application submitted to our Human Resources department located at 600 S. Commerce Ave, Room B233, Sebring, FL 33870 (either in person or by mail; or 2) fax a printed application to 863-402-6508. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated above without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A semi-skilled position responsible for the construction, maintenance and repair of wooden and concrete articles, equipment and structures.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

• Performs general carpentry work in the construction, alteration and maintenance of parks, boat ramps, buildings, floors, partitions and furniture.
• Builds concrete forms on construction sites.
• Builds rough wooden structures such as picnic pavilions and fences.
• Performs bench work in a carpenter's shop, operating power saws, joiners, lathes and planers.
• Responsible for boring, sanding and using other related machinery.
• Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
• Consistently follows Board policies and procedures.
• Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

• Knowledge of equipment and equipment capabilities required by the department.
• Ability to understand, follow and communicate oral and written instructions.
• Knowledge of the standard practices, methods, tools and materials of the carpenter's trade.
• Knowledge of the qualities and uses of various woods.
• Knowledge of the occupational hazards and safety precautions involved in the trade.
• Ability to work from sketches, plans and blueprints.
• Knowledge of water safety and operation of watercraft.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduated from an accredited high school or possession of an acceptable equivalent diploma. Two (2) years of experience as a Carpenter Apprentice or a certification from a related trade or technical school and one (1) year of experience as a Carpenter Apprentice.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver License. Must obtain a class A CDL within one (1) year.

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential. Ability to swim.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Does not Discriminate on the Basis age, race, sex, religious belief, color, national origin, disability/handicap, gender, gender identity, sexual orientation, genetics or any other legally protected group/class. **We are proud to be a drug free workplace. Screening tests for illegal drug use may be required as a condition of employment**

Date:	March 8, 2021	**Department:**	Parks & Facilities
Title/Job Code:	Finish Carpenter (0973)	**Reports To:**	Carpenter Supervisor (0974)
Pay Grade/Salary Range:	109 - $33,749.88-$52,312.31	**Closing Date:**	N/A

Completed applications for employment with Highlands County may be submitted online via the County's Applicant Tracking System. Any qualified employee of the Board (see job description below for MINIMUM QUALIFICATIONS) may request consideration for this position by submitting to Human Resources an approved Bid form. Employee bids and applications for this position may not be received after five o'clock (5) p.m. on the closing date stated without the specific permission of Human Resources.

GENERAL DESCRIPTION:

A highly skilled position responsible for finish construction, maintenance and repair of wooden and concrete articles, equipment and structures.

ESSENTIAL JOB FUNCTIONS:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

• Performs skilled finish work in carpentry activities.
• Designs and builds all types of items in the carpentry line.
• Repairs wooden structures and furniture.
• Builds docks; floating and stationary.
• Performs other work in the building trades including concrete work.
• Performs all necessary duties for the installation and construction of concrete boat ramps, including forming, pouring, tying reinforcing bar, placing and finishing concrete and setting of slabs.
• Operates all woodworking machinery and equipment.
• Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
• Consistently follows Board policies and procedures.
• Responds productively to change and performs all other related tasks as directed.

KNOWLEDGE, SKILLS AND ABILITIES:

• Knowledge of equipment and equipment capabilities required by the department.

• Ability to understand, follow and communicate oral and written instructions.

• Knowledge of the standard practices, methods, tools and materials of the carpenter's trade.

• Knowledge of the qualities and uses of various woods.

• Knowledge of the occupational hazards and safety precautions involved in the trade.

• Ability to work from sketches, plans and blueprints.

• Knowledge of water safety and operation of watercraft.

• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

PHYSICAL SKILLS:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Graduated from an accredited high school or possession of an acceptable equivalent diploma. Four (4) years of experience as a finish carpenter.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

Must possess and maintain a valid Florida Driver License, Class A

OTHER JOB-RELATED REQUIREMENTS:

Disaster Essential.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2071, changing the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 0.80-acre parcel from Neighborhood Business District (B-1) to Business District (B-3). The parcel contains an existing convenience store with gas pumps. The applicant is requesting the zoning change to allow the display and storage of vehicles for rental purposes such as U-Haul.

To allow the outdoor display and storage of vehicles to rent, a zoning change to B-3 is required. The Applicant will be required to park all vehicles, including U-Hauls, on pavement pursuant to Section 12.10.205.F. of the Highlands County Land Development Regulations (LDRs) and a commercial site plan review will be required for any additional pavement that is proposed.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2071 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2071, changing the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

No fiscal impact

Attachments: Staff Report P&Z 2071.pdf
Application P&Z 2071.pdf
Resolution P&Z 2071

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 3/16/2021
Case Number: P&Z 2071	**Case Name:** McKnight
Agent: Paul Przychocki	**Property Owners:** William D. & Kathryn McKnight
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 0.80-acre parcel, from Neighborhood Business District (B-1) to Business District (B-3)

General Location: An approximate 0.80-acre parcel located on the west side of US 27 and north of Lake Lillian, at the intersection of W Allamanda Boulevard and US 27; the address being 2661 US 27 N, Avon Park, Florida

PARCEL ID: C-09-33-28-010-0510-0530

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z Hearing No. 2071, amending the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2071, amending the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the February 9, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2071 – WILLIAM D. & KATHRYN A. MCKNIGHT - C/O PAUL PRZYCHOCKI** An approximate 0.80-acre parcel located on the west side of US 27 and north of Lake Lillian, at the intersection of W Allamanda Boulevard and US 27; the address being 2661 US 27 N, Avon Park, Florida; and abbreviated legal as follows: An approximate 0.80-acre parcel located in Section 9, Township 33 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Neighborhood Business District (B-1) to Business District (B-3). Mr. Roberts read the request; Ms. Vazquez and Mr. Przychocki presented the request. There were no letters received; no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2071, changing the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 0.80-acre parcel, from B-1 to B-3.

The parcel contains an existing convenience store with gas pumps. The Applicant is requesting the zoning change to allow the display and storage of vehicles for rental purposes such as U-Haul. B-1 does not permit the outdoor display and storage of vehicles for rent.

To allow the outdoor display and storage of vehicles to rent, a zoning change to B-3 is required.

This request is the result of a Code Enforcement complaint (CE20080008), filed August 4, 2020. The Applicant will be required to park all vehicles, including U-Hauls, on pavement pursuant to Section 12.10.205.F. of the Highlands County Land Development Regulations (LDRs). A commercial site plan review is required or any additional pavement that is proposed. Please note the Engineering Department's comments in Section 4.A. of this staff report.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Store	C	B-1
Adjacent Property to the North	Vacant	C	B-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Multi-Family/Single-Family Residence/ Mobile Home Park	High Density Residential (RH)	Multiple-Family Dwelling Including Motel and Hotel District (R-3)
Adjacent Property to the East	US 27/Church	Commercial/ Industrial Mixed Use (CI)	B-3
Adjacent Property to the West	Vacant	Medium Density Residential (RM)	Residential District (R-1)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.240: Neighborhood Business District (B-1) and Section 12.05.242: Business District (B-3).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions: a commercial site plan review is required; the applicant shall meet with the Highlands County Engineering Department within fifteen (15) days of the approval. At the time of development, the applicant shall undergo the development review process, and additional requirements may be identified at that time.

Zoning Division: The staff has no objection to this request.

Florida Department of Health: No objection.

4.B. The following Departments, Divisions, and Agencies offered no comment: Highlands County Natural Resources, Florida Department of Environmental Protection and Florida Department of Transportation.

4.C. The following Departments, Divisions, and Agencies did not respond: Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 120 and 125 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation and contains a convenience store with gas pumps.

5.B. Zoning Analysis:

1. **Current Use of Land:** There is an existing convenience store with gas pumps.
2. **Current Zoning Designation:** The site has a zoning designation of B-1.
3. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
4. **Current Intensity:** The current zoning designation allows for a maximum intensity of 0.80 Floor Area Ratio (FAR). The existing structures total approximately 3,431 square feet, which is approximately 0.10 FAR (3,431 sq. ft./34,876 sq. ft. = 0.10 FAR).
5. **Proposed Intensity:** The proposed intensity will allow a maximum intensity of 0.80 FAR. The parking of rental vehicles will not increase the current intensity, because there are no new structures proposed.
6. **The Applicant's proposed development program:** The Applicant is proposing to continue the existing use of a convenience store and gas station including display and storage of rental vehicles. There are no new structures proposed.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate that the site is located within the 300-foot buffer for archaeological resources. However, only a single artifact was found and the Florida Master Site File indicates no further work recommended for the portion of the site discovered and no potential eligibility for local designation and natural resources.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0019C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property is served by an on-site potable water system. Upon further development, the water system will be designed to connect to a central potable water system when it becomes available.
2. **Central Wastewater:** The property is served by an on-site wastewater septic tank system. Upon further development, the septic system will be designed to connect to a central wastewater system when it becomes available.
3. **Solid Waste:** The property is serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto W. Allamanda Blvd and US 27 N.
5. **Recreation:** The proposed development will not require the need for recreation.
6. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Element, a traffic analysis **is not** required for the existing development. A traffic analysis **may be** required for future development.

5.F. Schools: The existing use is commercial in nature. Any project development will not generate student impacts to the school district.

5.G. Airports: The subject property is located approximately 2.72 miles northeast of the Avon Park Executive Airport and 15.8 miles northwest of the Sebring Regional Airport.

6. Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2071, amending the Official Zoning Atlas for approximately 0.80 acres from Neighborhood Business District (B-1) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

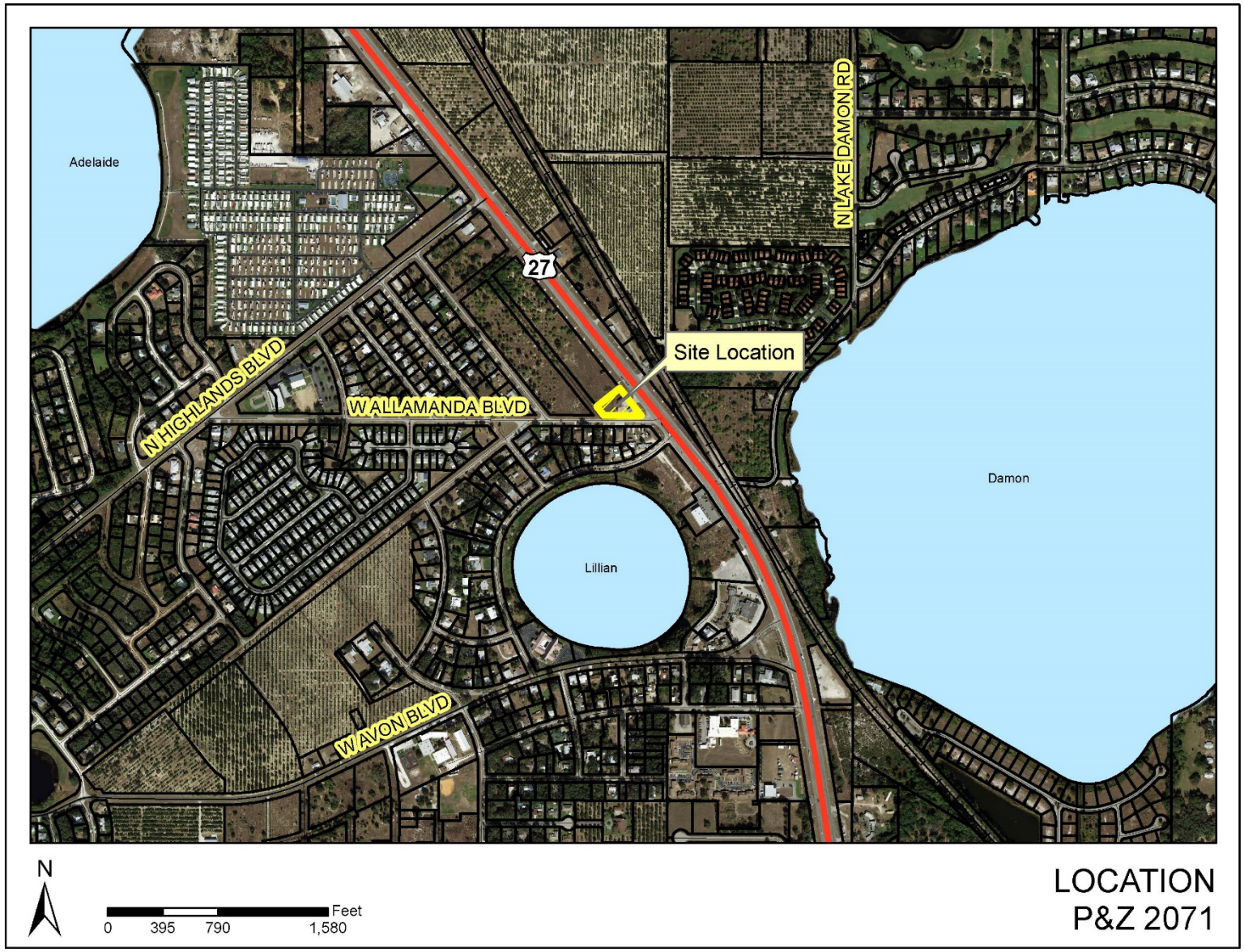

Adelaide
27
N LAKE DAMON RD
Site Location
N HIGHLANDS BLVD
W ALLAMANDA BLVD
Damon
Lillian
W AVON BLVD
N
Feet
0
395
790
1,580
LOCATION
P&Z 2071

Exhibit 2:

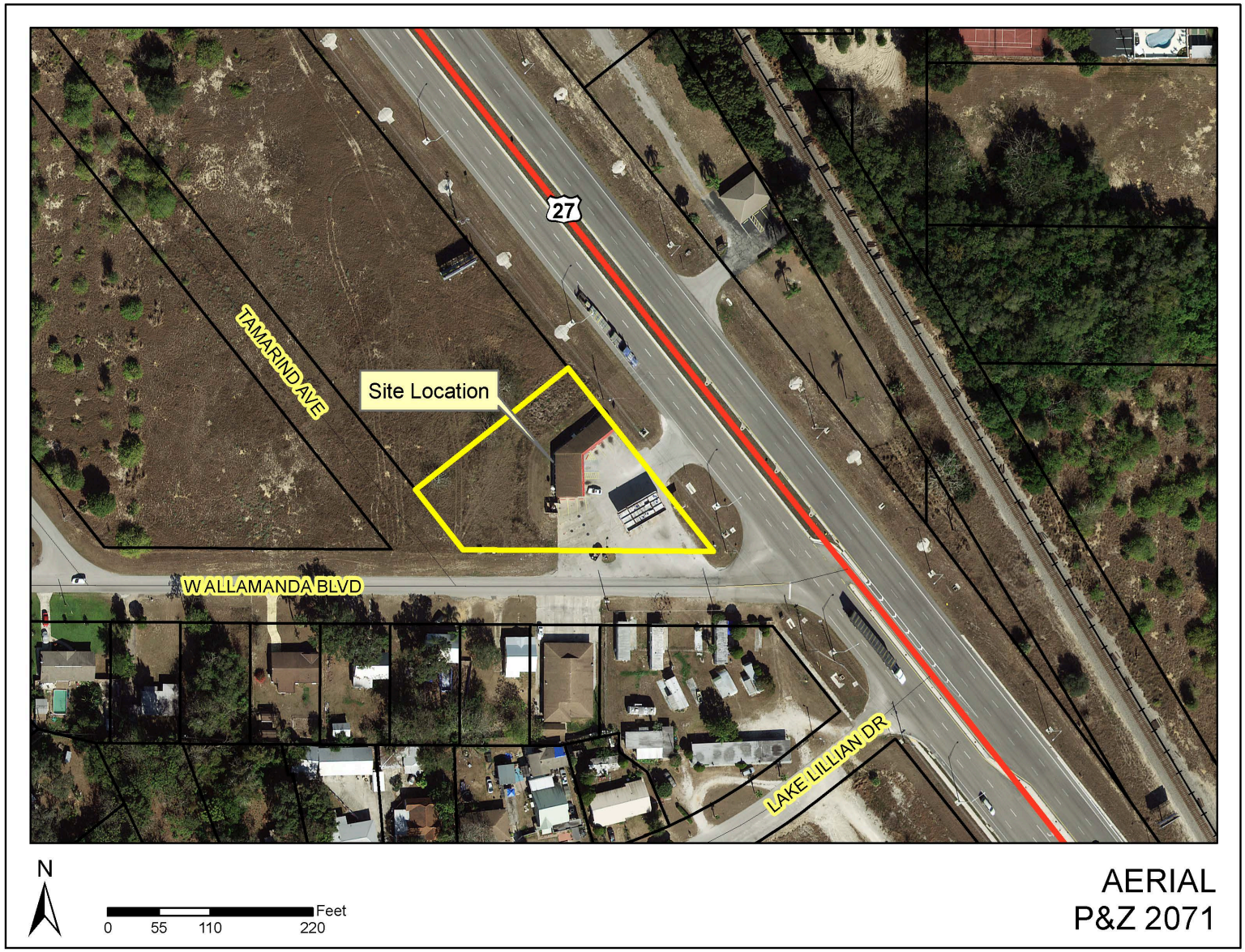

27
TAMARIND AVE
Site Location
W ALLAMANDA BLVD
LAKE LILLIAN DR
N
Feet
0
55
110
220
AERIAL
P&Z 2071

Exhibit 3:

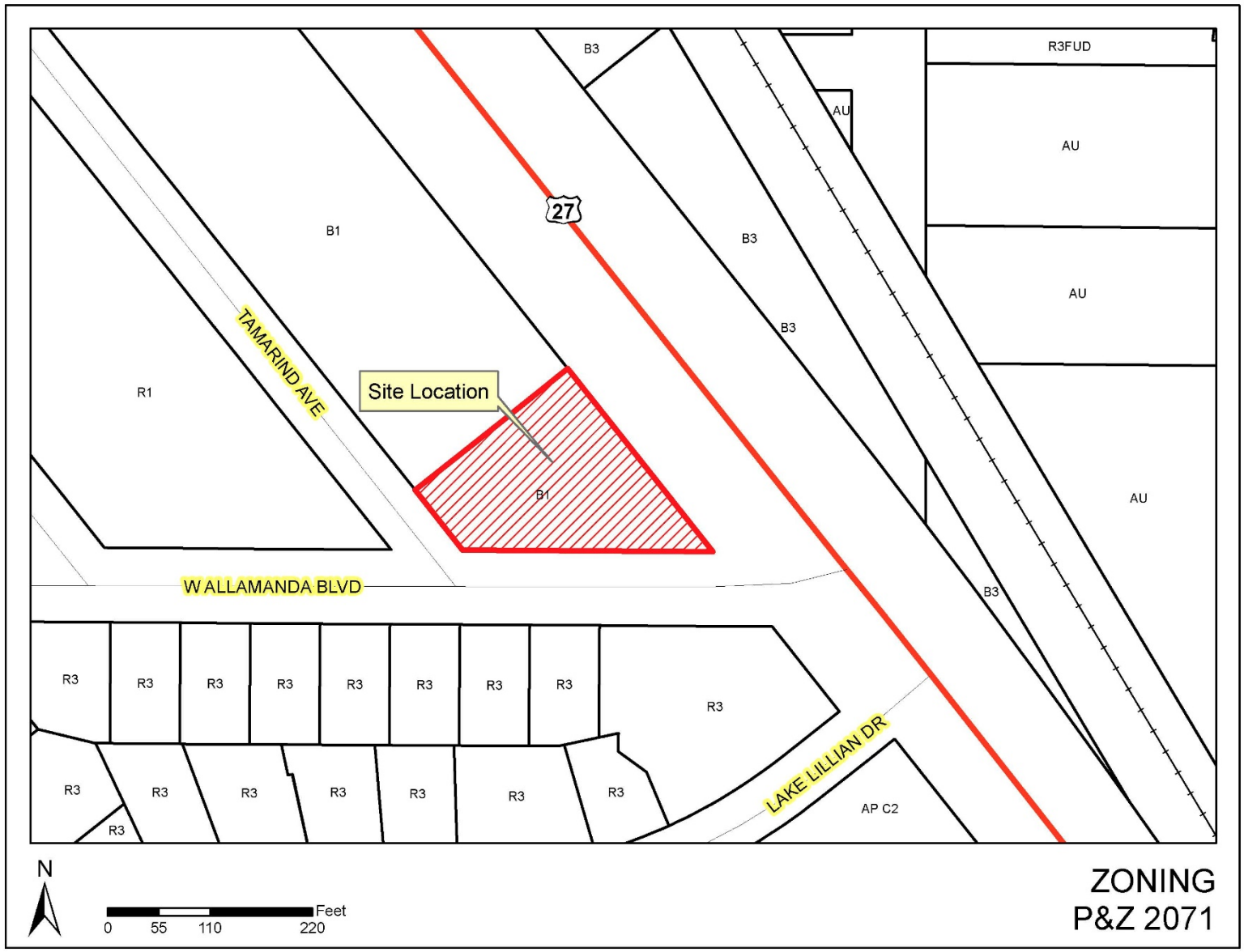

B3
R3FUD
AU
AU
AU
AU
27
B1
B3
B3
TAMARIND AVE
R1
Site Location
B1
W ALLAMANDA BLVD
B3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
LAKE LILLIAN DR
AP C2
N
0
55
110
220
Feet
ZONING
P&Z 2071

Exhibit 4:

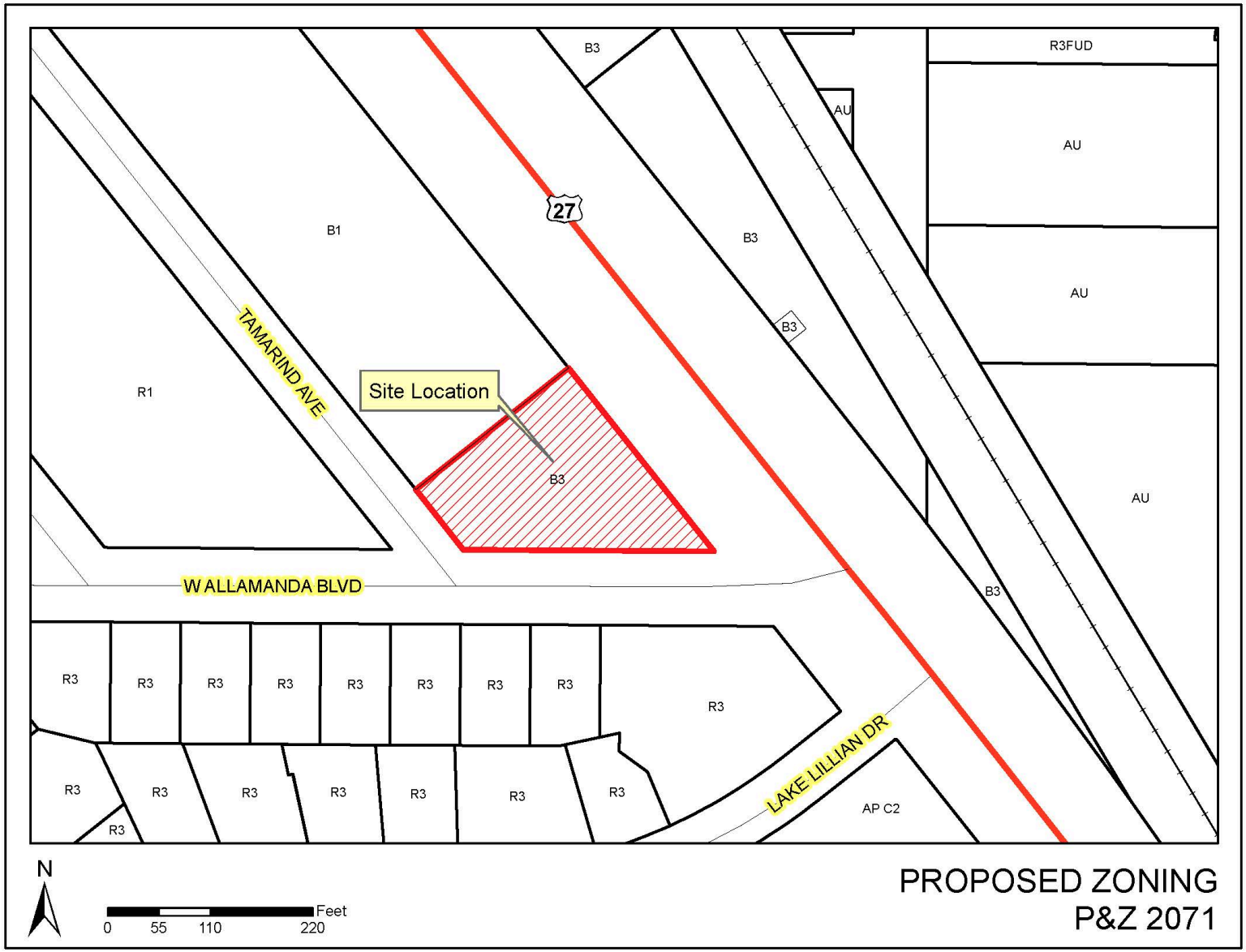

B3
R3FUD
AU
AU
AU
AU
27
B1
B3
B3
TAMARIND AVE
R1
Site Location
B3
W ALLAMANDA BLVD
B3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
R3
LAKE LILLIAN DR
AP C2
N
Feet
0
55
110
220
PROPOSED ZONING
P&Z 2071

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning change from: B-1
Zoning change to: B-3

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2071 Date of Application: 12/16/2020
Amount of Fee: $ 1,950.00 Receipt No.: 20120015/45000000102 Tax Map No.: 22-B
Hearing Dates: LP: n/a P&Z: 2/9/2021 BCC: 3/16/2021

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor — Date: 12/22/2020

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: William D McKnight & Kathryn McKnight
   Mailing Address: PO Box 1110, Bemdo Fl. 33509-1110
   Telephone No.: 863-381-9072 E-Mail Address: paul@apecgm.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Paul Przychochi
   Mailing Address:
   Telephone No.: E-Mail Address:

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. Unit No 1 Lake Lillian PB 2 PG 77 Lots 53 Then SE + S 10 Ft of Lot 59 Blk 51 + Contig Closed Alley-Park + Road - Less US Hwy 27 RW

   See Attached Survey

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C- 09-33-28-010-0510-0530 STRAP #:C-
   STRAP #:C- STRAP #:C-

5. **Street Address(es) of Property Covered by the Application:** 2661 US 27 N, Avon Park Fl. 33825

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** Highland County B-1 **Existing Land Use Classification:** C
Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 259.53 feet, (depth) 209.63 feet, street frontage 250.62 feet, water frontage 0 feet, **Total acres** _____
If different from the total acreage, the upland, or developable portion is .8 +/- acres.

8. **Are there existing structures on the property?** ☑Yes ☐No **If Yes,** what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? CBS - Convenience Store
If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☑No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☑No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☑No **If Yes,** in whose name and when? _____

12. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant Commercial	C	B-1
South	MHP Retreat	RH	R-3
East	Church	CI	B-3
West	Vacant	RM	R-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To Include U-Haul Rentals

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** —

15. **Proposed Development Standards (if applicable):** N/A

A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A. N/A

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☐No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☐No N/A

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

18. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☑Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

19. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑ Yes ☐ No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐ **Yes** ☑ **No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ **Yes** ☑ **No**

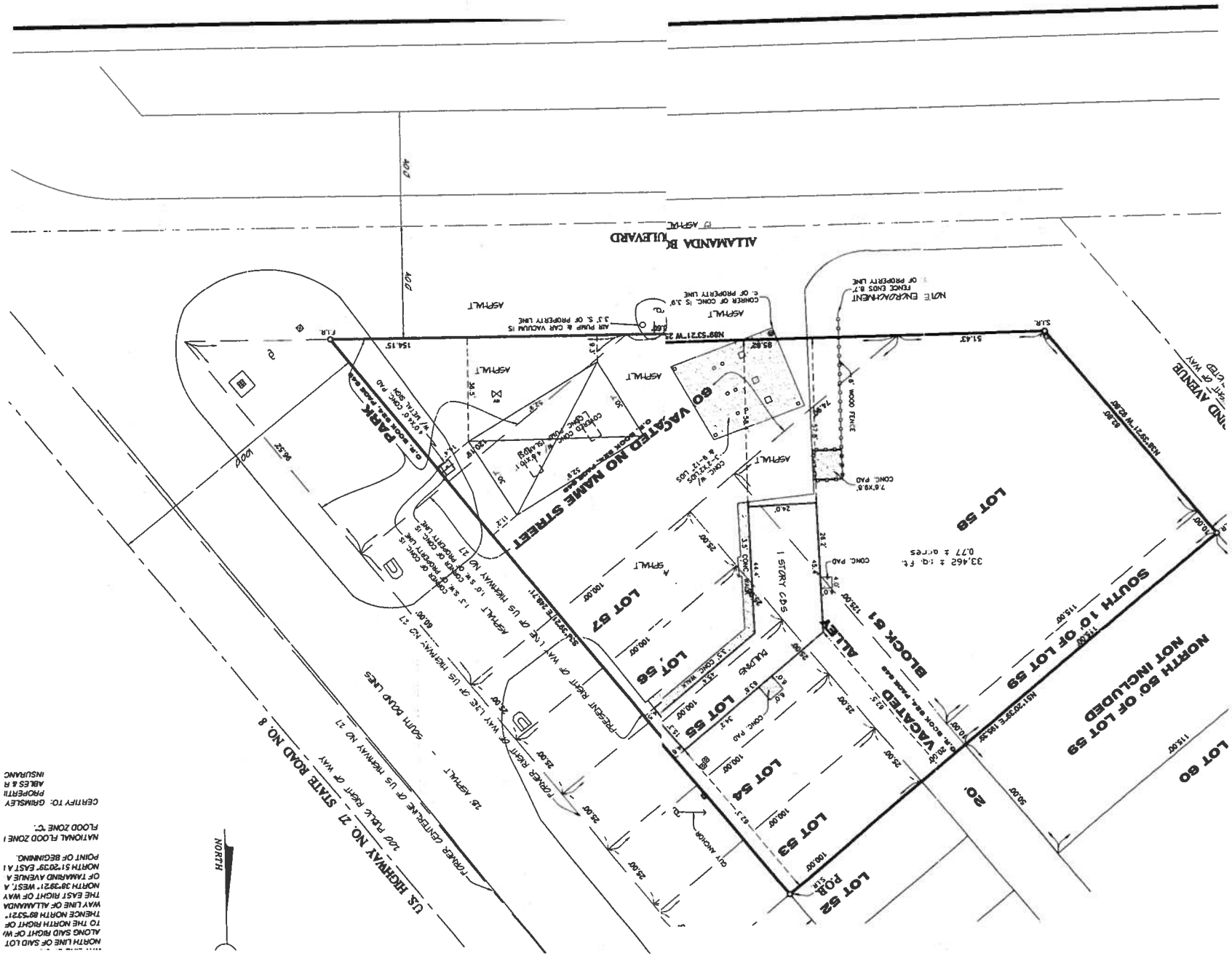
30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule


ALLAMANDA BOULEVARD
US HIGHWAY NO. 27 STATE ROAD NO. 8
SOUTH DIXIE LINES
FORMER CENTERLINE OF US HIGHWAY NO 27
100' RULE RIGHT OF WAY
FORMER RIGHT OF WAY LINE OF US HIGHWAY NO 27
PRESENT RIGHT OF WAY LINE OF US HIGHWAY NO 27
NORTH
ASPHALT
CONCRETE
GO VACATED NO NAME STREET
PARK
ALLEY
BLOCK 61
VACATED
LOT 59
LOT 58
LOT 57
LOT 56
LOT 55
LOT 54
LOT 53
LOT 52
LOT 60
NORTH 80' OF LOT 59
NOT INCLUDED
SOUTH 10' OF LOT 59
NOT INCLUDED
1 STORY CBS
PALMS
CONC. PAD
WOOD FENCE
POB
POINT OF BEGINNING
N89°53'21"W 254.15'
S89°53'21"E 254.15'
N01°20'39"E 195.58'
33,462 ± s.q. ft.
0.77 ± acres
154.15'
83.62'
51.43'
74.98'
82.00'
115.00'
90.00'
100.00'
25.00'
20.00'
30.00'
CERTIFY TO: GRIMSLEY PROPERTII ABLES & R INSURANC
NATIONAL FLOOD ZONE I
FLOOD ZONE 'C'.
POINT OF BEGINNING.
NORTH 51°20'39" EAST A I
OF TAMARIND AVENUE A
THE EAST RIGHT OF WAY
WAY LINE OF ALLAMANDA
THENCE NORTH 89°53'21"
TO THE NORTH RIGHT OF
ALONG SAID RIGHT OF W
NORTH LINE OF SAID LOT

RESOLUTION NO. 20-21-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-09-33-28-010-0510-0530; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-09-33-28-010-0510-0530 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed changes to the Zoning Atlas; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW, **THEREFORE BE IT RESOLVED**, by the Board, after public hearing and comment that:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-09-33-28-010-0510-0530 and more particularly described as:

> A portion of Block 51 of Unit One of Lake Lillian Section, Highland Lakes Subdivision, as per plat recorded in Plat Book 2, Page 77, of the Public Records of Highlands County, Florida, being Lots 53, 54, 55, 56 and 57 lying West of the present right of way line of U.S. Highway No. 27, all of Lot 58, the South 10 feet of Lot 59, the unnamed street lying South of Lots 57 and 58 between U.S. Highway No. 27 and Allamanda Drive, the 20 foot alley along the West side of Lots 53 thru 57, and the "park area" lying West of the present right of way line of U.S. Highway No. 27 and South of said unnamed street and being more particularly described as follows: Beginning in the present Westerly right of way line of U.S. Highway 27, said point being on the North line of said Lot 53; thence South 38°39'21" East, along said right of way line a distance of 249.71 feet to the North right of way line of Allamanda Drive; thence North 89°53'21" West, along the North right of way line of Allamanda Drive a distance of 250.60 feet to the East right of way line of Tamarind Avenue; thence North 38°39'21" West, along the East right of way line of Tamarind Avenue a distance of 92.80 feet; thence North 51°20'39" East a distance of 195.39 feet to the Point of Beginning.

is hereby changed from Neighborhood Business District (B-1) to Business District (B-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District (B-3).

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2071, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. 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 8. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 16th day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Scott A. Kirouac, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Clinton Howerton, Jr., P.E., County Engineer**
SUBJECT/TITLE:	**Request to approve and execute the Exchange Agreement with Mr. & Mrs. Edelstein pertaining to the acquisition of real property at 1900 SR 17 S, Avon Park, in exchange for real property owned by Highlands County.**

STATEMENT OF ISSUE

County staff was asked to convey property owned by the County to resolve an encroachment issue onto said County Property. During discussion, a mutually beneficial agreement was agreed wherein the requestors, Neal and Natalie Edelstein, would convey to the County additional right of way along State Road 17 South in exchange for same amount of property needed to correct an encroachment issue that has existed onto the County property. It was determined that the primary structure located on property owned by Edelstein is encroaching onto the property owned by the County; further, the Edelstein property fronts on SR-17 in an area where right-of-way is needed by the County for future turn lane construction. Therefore, the parties determined it is in their mutual best interest to enter into a real property exchange agreement. The petitioners have agreed to pay for closing and title work costs.

RECOMMENDED ACTION

Move to approve and execute the Exchange Agreement with Mr. & Mrs. Edelstein pertaining to the acquisition of real property at 1900 SR 17 S, Avon Park, in exchange for real property owned by Highlands County.

FISCAL IMPACT

There is no fiscal impact as result of this exchange of property.

Attachments: 1900 SR 17 Land Exchange_Agenda Packet.pdf

RESOLUTION 20-21-77

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE REAL PROPERTY EXCHANGE AGREEMENT WITH NEAL AND NATALIE EDELSTEIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, recently, the County discovered that the primary structure located at 1900 SR 17, Avon Park, Florida, which is owned by Neal and Natalie Edelstein (Edelstein Property), is encroaching on the County's Lake Letta Park property; and

WHEREAS, the encroachment is located in an area of the County's property which is situated between the Edelstein Property and Victoria Lane, a County maintained right of way; and

WHEREAS, pursuant to Florida Statutes, Section 125.35(2), the County finds that the portion of its property which contains the encroachment is of insufficient size and shape to be developed in any manner and that the property would only be of use to Neal and Natalie Edelstein; and

WHEREAS, the Edelstein property fronts on SR 17 in an area where right of way is needed by the County; and

WHEREAS, the County has determined that it is in its best interest to exchange property with the Neal and Natalie Edelstein rather than requiring the removal of the encroachment.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Real Property Exchange Agreement and Authorization to Execute. The Real Property Exchange Agreement, attached hereto as **Exhibit "A"** is hereby approved and the Chairman or a designee thereof is authorized to execute the same on behalf of the County.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the Real Property Exchange Agreement with Neal and Natalie Edelstein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of March, 2021.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Courts

Exhibit "A"
of Resolution 20-21-77
Real Property Exchange Agreement
with Neal and Natalie Edelstein

REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made by and between the Highlands County, Florida, a political subdivision of the State of Florida (County), 600 S. Commerce Avenue, Sebring, Florida 33870 and Neal and Natalie Edelstein, 16857 78th Road N., Loxahatchee, Florida 33470 (Edelstein).

WITNESSETH

WHEREAS, Edelstein owns certain real property located on State Road 17 in Avon Park, Highlands County, Florida; and

WHEREAS, the County is the owner of certain real property which is located immediately adjacent to the Edelstein property on one side and County right of way on the other side; and

WHEREAS, it was recently determined that the primary structure located on the property owned by Edelstein is partially encroaching on the County's adjacent property; and

WHEREAS, the Edelstein property fronts on State Road 17 in an area where right of way is needed by the County; and

WHEREAS, the parties have determined that it is in their mutual best interest to enter into a real property exchange agreement.

NOW THEREFORE, in consideration of the terms, conditions, promises and covenants set forth herein, the parties agree as follows:

Section 1. Recitals Incorporated.
The above recitals are true and correct and incorporated herein.

Section 2. Property Descriptions.

A. Edelstein is the property owner of the property located at 1900 SR 17, Avon Park, Florida, identified by the Highlands County Property Appraiser through Parcel ID# C-31-33-29-020-00C0-0010. The portion of the Edelstein Property which is to be transferred to the Count pursuant hereto, is more particularly described in **Exhibit "A"** attached hereto (Edelstein Property).

B. The County is the owner of that sliver of real property which is part of Lake Letta Park located immediately adjacent to the Edelstein Property and Victoria Lane, as more particularly described in **Exhibit "B"** attached hereto (County Property).

Section 3. Property Exchange, Party Responsibilities, Recording and Costs. Edelstein and the County shall make the following property transfers at closing:

A. Edelstein shall transfer ownership of the property described in **Exhibit "A"** to the County by Warranty Deed with the appropriate joinder and consent from the mortgage holder of that property owned by Edelstein.

B. The County shall transfer ownership of the property described in **Exhibit "B"** to Edelstein by County Deed.

C. Edelstein shall be responsible for any closing costs associated with the property interest exchanges contemplated hereby, including but not limited to title report fees and the cost of recording the necessary instruments.

D. Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

Section 4. Representation and Warranties of Edelstein. Edelstein represents and warrants (which warranties shall survive the closing hereunder) to the County that:

A. From and after the Effective Date, Edelstein shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Edelstein Property or the County's rights under this Agreement.

B. Edelstein has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Edelstein Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Edelstein have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Edelstein Property.

C. Edelstein is in full compliance with the requirements of all governmental authorities with respect to the Edestein Property and this Agreement. Edelstein has not received any notices from any city, town, county, state or other governmental authority or other person or entity regarding violations existing on the Edelstein Property.

D. County has or shall have unobstructed and direct access to the Edelstein Property on the date of closing.

E. Edelstein warrants that there are no tenants, or any other occupant of the Edelstein Property, having any right or claim to possession or use of the Edelstein Property. Possession of the Edelstein Property shall be delivered to County by Edelstein free

of rights or claims of any tenants, occupants or parties in possession which are unknown to County.

F. Edelstein warrants that there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Edelstein Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Edelstein Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Edelstein Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Edelstein Property as a result of any construction or operation and use of such properties. For purposes of this Agreement, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Edelstein Property, and also includes, without limitation, the surface and subsurface waters of the Edelstein Property, and any activity undertaken or hereafter undertaken on the Edelstein Property which would cause: (i) the Edelstein Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Edelstein Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Edelstein Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean Air Act, 42 U.S.C. 7401, or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Edelstein Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Edelstein Property.

G. Edelstein has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Edelstein Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

H. There is no litigation, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Edelstein Property, or which would

impair or otherwise adversely affect this Agreement, Edelstein's performance hereunder and/or the County's intended use of the Edelstein Property.

I. Edelstein has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Edelstein Property.

J. Edelstein has not made any commitments to any other governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Edelstein Property, which would impose any obligations upon County to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the commitment.

K. The Edelstein Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

L. There are no representations, statements or warranties made by Edelstein, included in this Agreement or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.

M. Neither the execution and delivery of this Agreement or compliance with the terms and conditions of this Agreement by Edelstein, constitute or will constitute a violation or breach of any agreement or other instrument to which Edelstein is a party, to which Edelstein is subject or by which Edelstein is bound. The statements and representations of Edelstein set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing.

N. If, after the Effective Date, any event occurs or condition exists of which Edelstein has knowledge or about which Edelstein receives information which renders any of the representations contained herein untrue or misleading, Edelstein shall promptly notify the County in writing and County shall thereafter have the option to terminate this Agreement prior to closing.

O. The County may have the Edelstein Property surveyed at its expense. If the survey obtained by the County discloses any encroachments or other adverse matters, which are unacceptable to the County in its sole discretion, the County shall be entitled to terminate this Agreement by delivering written notice thereof to Edelstein whereupon this Agreement shall terminate.

Section 5. Conditions and Limitations.

A. It is mutually understood that this Agreement is subject to final County acceptance. Final County acceptance shall be evidenced by the signature of the Chairman/Vice-Chairman of Highlands County. The date of final County acceptance shall hereafter be referred to as the "Effective Date."

B. It is understood and agreed by the parties that the Chairman/Vice-Chairman of Highlands County is hereby authorized to execute any real property transfer instruments necessary to effectuate the exchanges contemplated by this Agreement.

C. The real property interest transfers contemplated by this Agreement shall be completed and recorded within sixty (60) days of the Effective Date of this Agreement. This time period may be extended by mutual agreement of the parties.

D. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. It is hereby understood and agreed by the parties that the County specifically appoints the County Administrator or County Attorney to execute, on its behalf, any such other documents necessary to complete the transaction intended hereby.

Section 6. Entire Agreement.

This Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

Section 7. Governing Law, Venue and Jury Trial.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

Section 8. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 9. Waiver.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant,

term, provision, or condition, or right of election, but same shall remain in full force and effect.

Section 10. Notice.

The parties hereto agree and understand that written notice, mailed or delivered, to the last known mailing address, or address provided by the other party, shall constitute sufficient notice to the City and Windsor. All notices required and/or made pursuant to this Agreement to be given to the City and Windsor shall be in writing and given by way of the Unites States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

County: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

Edelstein: Neal and Natalie Edelstein
16857 78th Road N.
Loxahatchee, Florida 33470

Section 11. Amendment.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Section 12. Joint Negotiations.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Section 13. Survival.

All provisions of this Agreement which by their nature extend beyond the recording of the instruments of transfer shall remain in full force and effect, as necessary, after the recording of such documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed through their authorized representatives, on the respective dates set forth below.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

EDELSTEIN

Neal Edelstein

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Neal Edelstein, who personally swore or affirmed that he is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1ST day of DECEMBER, 2020.

(stamp)

NOTARY PUBLIC, State of Florida

JOANNE MORRIS
MY COMMISSION # GG 323416
EXPIRES: August 7, 2023
Bonded Thru Notary Public Underwriters

Additional Signature on Following Page

Natalie Edelstein

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Natalie Edelstein who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1ST day of DECEMBER, 2020.

(stamp)

NOTARY PUBLIC, State of Florida

JOANNE MORRIS
MY COMMISSION # GG 323416
EXPIRES: August 7, 2023
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
(Edelstein Property)

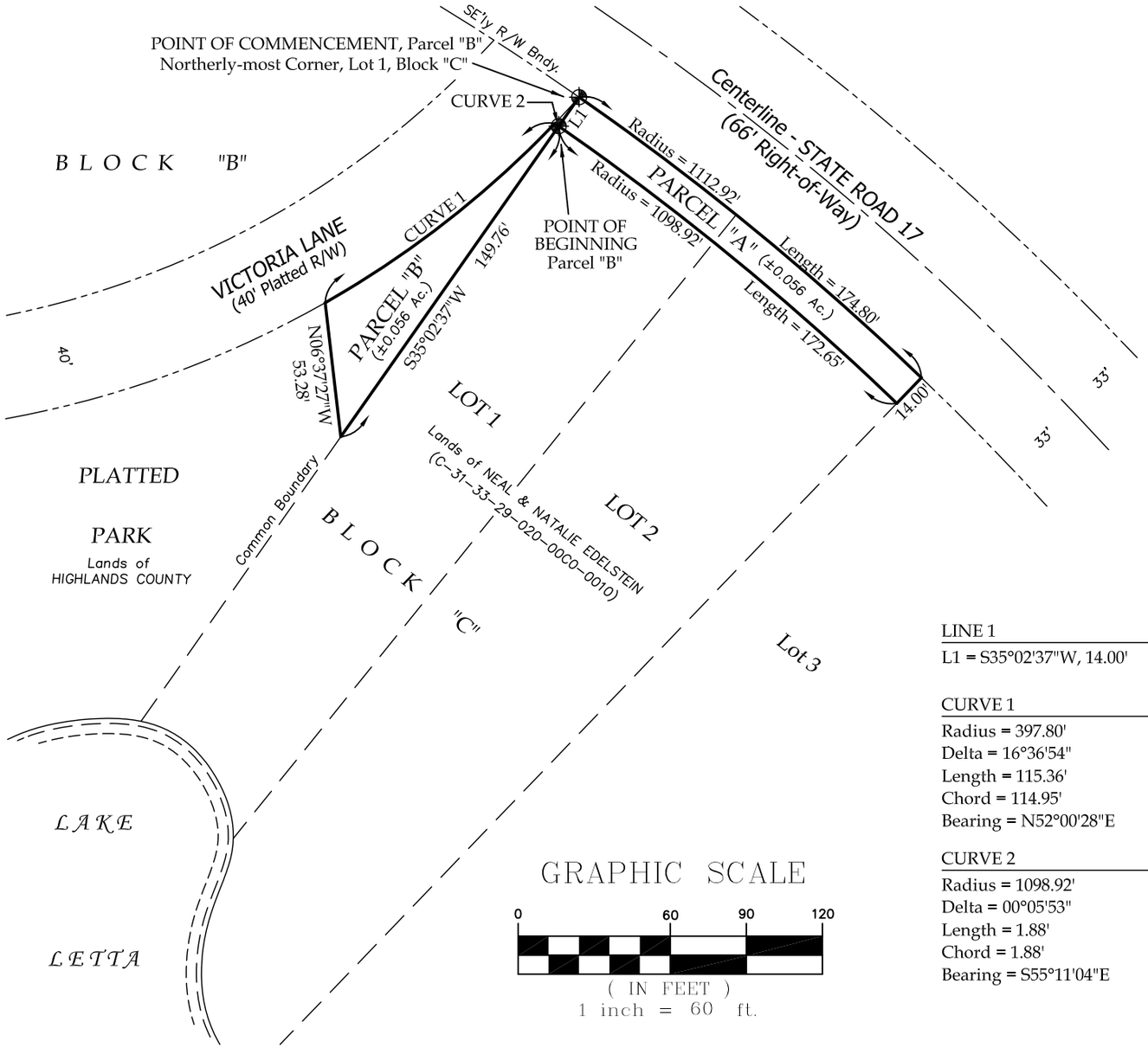
The Northeasterly 14.0 feet of Lots 1 and 2, Block "C", of LAKESIDE, according to the plat thereof recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida. Parcel containing 0.056 acres, more or less.

EXHIBIT "B"
(County Property)

A portion of the platted Park lying in Block "C", of LAKESIDE, according to the plat thereof recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida, and being more particularly described as follows:
Commence at the northerly-most corner of Lot 1, Block "C" of said LAKESIDE, thence S35°02'37"W, along the common boundary between said Lot 1 and said Park, 14.00 feet to the Point of Beginning: thence continue S35°02'37"W, along said common boundary, 149.76 feet; thence N06°37'27"W, a distance of 53.28 feet to a point on a non-tangent curve concaved northwesterly, and the southerly boundary of a platted 40-foot right-of-way, said curve having a radius of 397.80 feet (chord length of 114.95 feet, bearing N52°00'28"E); thence northeasterly along said curve and right-of-way boundary, through a central angle of 16°36'54", a distance of 115.36 feet to a point on a non-tangent curve concaved southwesterly, lying 14.00 feet south of the southerly right-of-way boundary of State Road 17, said curve having a radius of 1098.92 feet (chord length of 1.88 feet, bearing S55°11'04"E); thence southeasterly along said curve, parallel with and 14.00 feet southeasterly of said right-of-way boundary of State Road 17, through a central angle of 00°05'53", a distance of 1.88 feet, returning to the Point of Beginning. Parcel containing 0.056 acres, more or less.

SKETCH OF DESCRIPTION

THIS SKETCH PREPARED BY HIGHLANDS COUNTY ENGINEERING DEPARTMENT IS NOT A BOUNDARY SURVEY.



GRAPHIC SCALE

0 60 90 120

(IN FEET)

1 inch = 60 ft.

PARCEL "A" (Edelstein to Highlands County):

The Northeasterly 14.0 feet of Lots 1 and 2, Block "C", of LAKESIDE, according to the plat thereof recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida. Parcel containing 0.056 acres, more or less.

PARCEL "B" (Highlands County to Edelstein):

A portion of the platted Park lying in Block "C", of LAKESIDE, according to the plat thereof recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida, and being more particularly described as follows:
Commence at the northerly-most corner of Lot 1, Block "C" of said LAKESIDE, thence S35°02'37"W, along the common boundary between said Lot 1 and said Park, 14.00 feet to the Point of Beginning; thence continue S35°02'37"W, along said common boundary, 149.76 feet; thence N06°37'27"W, a distance of 53.28 feet to a point on a non-tangent curve concaved northwesterly, and the southerly boundary of a platted 40-foot right-of-way, said curve having a radius of 397.80 feet (chord length of 114.95 feet, bearing N52°00'28"E); thence northeasterly along said curve and right-of-way boundary, through a central angle of 16°36'54", a distance of 115.36 feet to a point on a non-tangent curve concaved southwesterly, lying 14.00 feet south of the southerly right-of-way boundary of State Road 17, said curve having a radius of 1098.92 feet (chord length of 1.88 feet, bearing S55°11'04"E); thence southeasterly along said curve, parallel with and 14.00 feet southeasterly of said right-of-way boundary of State Road 17, through a central angle of 00°05'53", a distance of 1.88 feet, returning to the Point of Beginning. Parcel containing 0.056 acres, more or less.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
2. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE IN REPRODUCTION.
3. EDELSTEIN TRACT RECORDED IN O.R. BOOK 2752, PAGE 1874, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

LINE 1
L1 = S35°02'37"W, 14.00'

CURVE 1
Radius = 397.80'
Delta = 16°36'54"
Length = 115.36'
Chord = 114.95'
Bearing = N52°00'28"E

CURVE 2
Radius = 1098.92'
Delta = 00°05'53"
Length = 1.88'
Chord = 1.88'
Bearing = S55°11'04"E

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

RALPH H. WHISLER, III, HIGHLANDS COUNTY SURVEYOR

SIGNATURE DATE: _____

SKETCH DATE SEPTEMBER 10, 2020

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS		
DATE	BY	DESCRIPTION

DESIGNED BY: N/A
DRAWN BY: RW
CHECKED BY: RHW III
IN CHARGE: R. WHISLER III, PLS
DATE: SEPTEMBER 10, 2020

HIGHLANDS COUNTY ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: RALPH H. WHISLER III, P.L.S.
FLORIDA REGISTRATION NO.: LS 5248
DATE:

PROPOSED PARCEL SWAP
NEAL & NATALIE EDELSTEIN
LAKE LETTA PARK & BOAT RAMP
(LAKESIDE S/D, PLAT BOOK 1, PAGE 43)

SCALE: 1"=60'
DRAWING NO. –
REV. 0
SHEET 1 OF 1

G:\WHISLER\LAKE LETTA BOAT RAMP\Lake Letta Boat Ramp.dwg, 9/10/20, Model, Monochrome.ctb

South Ridge Abstract & Title Company
229 South Commerce Avenue
Sebring, Florida 33870
Phone (863) 385-2521
Fax (863) 382-6438

February 1, 2020

Carolyn G. Durbin
Highlands County Board of County Commissioners
600 S Commerce Ave.,
Sebring, Fl 33870
Order No. 16153

Dear Ms Durbin:

After making a diligent search of the Public Records of Highlands County, Florida, as to the following described property, we find ***Neal Edelstein and Natalie Edelstein*** by General Warranty Deed recorded in O.R. Book **2752,** Page **1874,** of the Public Records of Highlands County, Florida, (copy attached), to be the apparent record fee owner of:

The Northeasterly 14.0 feet of Lots 1 and 2, Block "C", of LAKESIDE, according to the plat thereof recorded in Plat Book 1, Page 43 of the Public Records of Highlands County, Florida. Parcel containing 0.056 acres, more or less.

By apparent record fee owner, we mean the last recorded party or parties to have received a deed of conveyance.

SUBJECT TO the following:

1. Mortgage to MERS recorded in O.R. Book 2752, Page 1876, of the Public Records of Highlands County, Florida

A NAME SEARCH was made within the time period of this property information report on the apparent record fee owner(s) only, and the results of said search are as follows:

Neal Edelstein and Natalie Edelstein: NOTHING OF RECORD FOUND

STATE AND COUNTY TAXES:
Strap No.: C-31-33-29-020-00C0-0010
Paid to and including the year 2020. See tax printout attached.

This property information report includes all searched public records filed from January 31, 2001 @ 5:00 P.M. through January 31, 2021 @ 5:00 P.M.

South Ridge Abstract & Title Company

BY: _____
(Authorized Signature)

Searcher: Donna Howerton
Typed by: Donna Howerton

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

OFFICIAL RECORDS FILE#: 1985504 OR BK 2752 PG 1874 PAGES: 2
5/13/2020 2:53:45 PM REC FEES: $18.50 DEED DOC:$1330.00
D.C. STURNBULL ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

Prepared by:
Marcus A. Conerly
Wauchula Abstract & Title Co., Inc.
123 South 9th Avenue
Wauchula, Florida 33873
File Number: H20200235

General Warranty Deed

Made this May 13, 2020 A.D. By **Audie N Grantham, Cathy Anita Tish, Alton Lee Grantham, April Sue Rogers and Evie M. Grantham**, whose address is: 2705 Theater Rd., Bowling Green, FL 33834, hereinafter called the grantor, to **Neal Edelstein and Natalie Edelstein**, whose post office address is: 16857 78th Rd N, Loxahatchee, FL 33470, hereinafter called the grantee:

(Whenever used herein the term "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)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Highlands County, Florida, viz:

Lot 1, Block C, Lakeside, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 43 and 44, of the Public Records of Highlands County, Florida.

and

Lot 2, Block C, Lakeside, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 43 and 44, of the Public Records of Highlands County, Florida.

Parcel ID Number: **C-31-33-29-020-00C0-0010. Said Property is not the Homestead of the Grantors.**

Subject to covenants, restrictions, easements of record and taxes for the current year.

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, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Marcus A. Conerly

Witness Printed Name Tina Hines

Witness Printed Name Marcus A. Conerly

Witness Printed Name Tina Hines

Witness Printed Name Marcus A. Conerly

Witness Printed Name Tina Hines

Audie Novell Grantham (Seal)
Address: 2705 Theater Rd., Bowling Green, FL 33834

Cathy Anita Tish (Seal)
Address: 2705 Theater Rd., Bowling Green, FL 33834

Alton Lee Grantham (Seal)
Address: 2705 Theater Rd., Bowling Green, FL 33834

April Sue Rogers (Seal)
Address: 2705 Theater Rd., Bowling Green, FL 33834

Evie M. Grantham (Seal)
Address: 2705 Theater Rd., Bowling Green, FL 33834

Prepared by:
Marcus A. Conerly
Wauchula Abstract & Title Co., Inc.
123 South 9th Avenue
Wauchula, Florida 33873
File Number: H20200235

State of Florida
County of Hardee

The foregoing instrument was acknowledged before me by means of [/] physical presence or [ ] online notarization, this 13th day of May, 2020, by **Audie N Grantham, Cathy Anita Tish, Alton Lee Grantham, April Sue Rogers and Evie M. Grantham,** [/] who is/are personally known to me or [ ] who has produced _____ as identification.

Marcus A. Conerly

Notary Public
Print Name: _____
My Commission Expires: _____
Notary Seal:

MARCUS A. CONERLY
Commission # GG 190428
Expires June 3, 2022
Bonded Thru Troy Fain Insurance 800-385

OFFICIAL RECORDS FILE#: 1985505 OR BK 2752 PG 1876 PAGES: 16
5/13/2020 2:53:46 PM REC FEES: $137.50 MTG DOC:$598.50 INT TAX: $342.00
D.C. STURNBULL ROBERT W. GERMAINE CLERK OF COURTS, HIGHLANDS CO.

After Recording Return To:
NTC - KEY WEST
2704 ALT 19 N
PALM HARBOR, FL 34683

ATTN: HOME POINT FINAL DOCUMENTS

This Document Prepared By:
SHAWN BISSONETTE
HOME POINT FINANCIAL CORPORATION
9 ENTIN ROAD, SUITE 200
PARSIPPANY, NJ 07054
866-901-3425

[Space Above This Line For Recording Data]

MORTGAGE

EDELSTEIN
Loan #: 7000359780
MIN: 100661190004000003
MERS Phone: 1-888-679-6377
PIN: C-31-33-29-020-00C0-0010

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 13, 2020, together with all Riders to this document.

(B) "Borrower" is NATALIE EDELSTEIN AND NEAL EDELSTEIN, HUSBAND AND WIFE. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is HOME POINT FINANCIAL CORPORATION. Lender is a NEW JERSEY CORPORATION organized and existing under the laws of NEW JERSEY. Lender's address is 9 ENTIN ROAD, SUITE 200, PARSIPPANY, NJ 07054.

(E) "Note" means the promissory note signed by Borrower and dated MAY 13, 2020. The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-ONE THOUSAND AND 00/100 Dollars (U.S. $171,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2050.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

7000359780

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☒ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Other(s) [specify]	

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of HIGHLANDS:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 1900 STATE ROAD 17 S, AVON PARK, Florida 33825 ("Property Address"):

Exhibit "A"

Lot 1, Block C, Lakeside, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 43 and 44, of the Public Records of Highlands County, Florida.

and

Lot 2, Block C, Lakeside, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 43 and 44, of the Public Records of Highlands County, Florida.

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Account C313329-02000C00010

Tax Year 2020

Add to Cart Print Bill

Unpaid Bills All Bills

Year	Owner	Due	Receipt	Payor	Paid In	Status	Paid	Actions
2020	EDELSTEIN NEAL + NATALIE	$0.00	538348	CORELOGIC ESCROW AUTO AGENT	Nov 25, 2020	Paid	$1,926.96	
2019	GRANTHAM AUDIE N ET AL +	$0.00	317711	HIGHSPEED	Nov 20, 2019	Paid	$1,505.90	
2018	GRANTHAM AUDIE N ET AL +	$0.00	108193	HIGHSPEED	Nov 26, 2018	Paid	$1,435.80	
2017	GRANTHAM AUDIE N ET AL + C/O EVIE GRANTHAM, TISH CATHY ANITA +, GRANTHAM ALTON LEE +, ROGERS APRIL SUE	$0.00	N/A	N/A	N/A	Paid	$1,377.82	
2016	GRANTHAM AUDIE N ET AL + C/O EVIE GRANTHAM, TISH CATHY ANITA +, GRANTHAM ALTON LEE +, ROGERS APRIL SUE	$0.00	N/A	N/A	N/A	Paid	$1,604.69	

Total Due $0.00

Add all

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Year	Owner	Due	Receipt	Payor	Paid In	Status	Paid	Actions
2015	GRANTHAM AUDIE N ET AL +, TISH CATHY ANITA +, GRANTHAM ALTON LEE +, ROGERS APRIL SUE	$0.00	N/A	N/A	N/A	Paid	$1,540.57	
2014	GRANTHAM AUDIE N ET AL +, TISH CATHY ANITA +, GRANTHAM ALTON LEE +, ROGERS APRIL SUE	$0.00	N/A	N/A	N/A	Paid	$1,516.14	
2013	GRANTHAM AUDIE N ET AL +, TISH CATHY ANITA +, GRANTHAM ALTON LEE +, ROGERS APRIL SUE	$0.00	N/A	N/A	N/A	Paid	$1,394.53	
2012	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$1,319.52	
2011	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$1,472.24	
2010	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$1,574.74	
2009	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$1,778.73	
2008	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$1,984.62	
2007	GRANTHAM HARVEY + EVIE M	$0.00	N/A	N/A	N/A	Paid	$2,116.14	
	Total Due	$0.00						Add all

Parcel Details

Appraiser Info Parcel Map

Bill Number

50354

Eric T. Zwayer Tax Collector

Property Type
Real

Parcel Lookup Cart

Owner
EDELSTEIN NEAL + NATALIE
1900 SR 17
AVON PARK

DBA

Situs
1900 SR 17 AVON PARK

Legal
LAKESIDE SUB IN PB 1-PG 43 LOTS 1 + 2 BLK C



Charges

AD-VALOREM TAXES

COUNTY GENERAL $989.29

Assessed	Exempt	Taxable	Millage
115706	0	115706	8.55000

SCHOOL GENERAL FUND $442.81

Assessed	Exempt	Taxable	Millage
115706	0	115706	3.82700

SCHOOL BASIC DISCRETIONARY $86.55

Assessed	Exempt	Taxable	Millage
115706	0	115706	0.74800

SCHOOL CAPITAL IMPROVEMENT $173.56

Assessed	Exempt	Taxable	Millage
115706	0	115706	1.50000

SWFWM DISTRICT $30.88

Assessed 115706 Exempt 0 Taxable 115706 Millage 0.26690

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Ad-Valorem Total	$1,723.09

NON AD-VALOREM ASSESSMENTS	Amount
052 - COUNTY MANDATORY SOLID WASTE	$173.00
120 - COUNTY FIRE - RESIDENTIAL	$111.16
Non Ad-Valorem Total	$284.16

Total Certified Combined $2,007.25

Add to Cart Print Bill

The information contained on this page does not constitute a title search and should not be relied upon as such.
If delinquent taxes exist, amounts are subject to change, and the "If Paid By" date will not apply.
Please call the Tax Collector's office at (863) 402-6685 for payment information.

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Parcel C-31-33-29-020-00C0-0010

1900 SR 17 S
AVON PARK, FL 33825

Owners:
EDELSTEIN NEAL + NATALIE

Mailing Address
16857 78TH RD N
LOXAHATCHEE, FL 33470

DOR Code: 01 - SINGLE FAMILY
Neighborhood: 3160.00 - LAKE LETTA
Millage: 40 - County Southwest Water
Map ID: 66C

Legal Description

LAKESIDE SUB
IN PB 1-PG 43
LOTS 1 + 2 BLK C



Value Summary

Total Building Value	$55,813
Total XF Value	$4,103
Total Land Value	$56,000
Total Land value - Agri.	$56,000
Income	NA
Total Classified Use Value	$115,916
Total Just Value	$115,916

Taxable Value Summary

Total Assessed Value	$115,916
Total Exemptions	$0
Total Taxable Value	$115,916

Please note that property values in this office are being updated throughout the year. The final values are certified in October.

Sales History

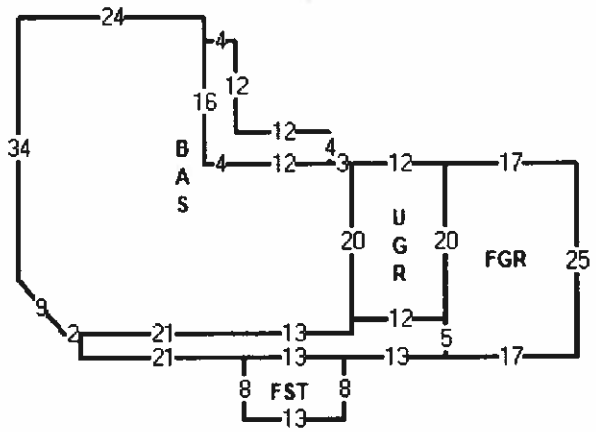
Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
2752	1874	05	2020	WD	Qualified	Improved	01	$190,000
1640	143	11	2002	WD	Qualified	Improved	00	$78,000
782	364	01	1984		Qualified	Improved	00	$40,500
2350	4	10	2012	DC	Unqualified	Improved	11	$0
2350	5	10	2012	WD	Unqualified	Improved	11	$100
1640	140	11	2002	DC	Unqualified	Improved	01	$1

Buildings

Building 1

Type	Model	EffectiveArea	Quality Index	Effective Base Rate	Repl Cost New	AYB	Econ	Fnct	Other % Dpr	Normal % Dpr	% Cond
01	01	1,958	103	$49.02	$95,981	1956	0	0	0.00	41.85 %	58.15 %

1900 SR 17 S



BAS:99,47:=W3 W12 W4 N16 N3 W24 S34 D7R6 E2 E21 E13 E1 N22 $ FOP:64,69:=S3 E21 E13 E13 N5 W12 S2 W14 W21 $ FEP:96,47:=N4 W12 N12 W4 S16 E4 E12 $ FGR:128,47:=W17 S20 S5 E17 N25 $ FST:85,72:=S8 E13 N8 W13 $ UGR:111,47:=W12 S20 E12 N20 $.

Element	Code	Description
Exterior Wall	15	Concrete Block
Exterior Wall 2	0	None
Roof Structure	3	Gable or Hip
Roof Cover	5	Architect Shingle
Interior Wall	3	Plastered
Interior Wall 2	0	None
Interior Flooring	7	Cork or Vinyl Tile
Interior Flooring 2	14	Carpet
Heating Fuel	2	Oil
Heating Type	3	Force Air-Not Ducted
Air Cond. Type	1	None
Bath Fixtures	6.0	
Bedrooms	2.0	
CW Quality	0	
Common Wall	0	

Element	Code	Description
Wall Height	0	
Rooms / Floor	0	

Subareas

Type	Gross Area	Percent of Base	Adjusted Area	Value
BAS	1,381	100.00 %	1,381	$39,366
FGR	425	60.00 %	255	$7,269
UGR	240	50.00 %	120	$3,420
FEP	112	80.00 %	90	$2,566
FST	104	60.00 %	62	$1,767
FOP	165	30.00 %	50	$1,425
Totals	2,427	N/A	1,958	$55,813

Extra Features

Code	Descr	BLD	Length	Width	Units	Unit Price	Orig Cond	Year On	AYB	% Cond	Value	Notes
0294	AC WALL	53690	0	0	1.00	424.00			1983	20 %	$85	
0020	C DRIVE	53690	50	12	600.00	5.10			1969	50 %	$1,530	
0031	C WALK	53690	40	3	120.00	5.30			1969	50 %	$318	
0323	FPL MA	53690	0	0	1.00	10,847.60			1956	20 %	$2,170	

Land Lines

The zoning information contained in this record is **not guaranteed.**
For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
0130	SFR WATER	B	R1	76.00	278.00	76.00	FF	1.00	1.00	1.00	350.00	350.00	$26,600	LT 1 AVG
0130	SFR WATER	B	R1	84.00	315.00	84.00	FF	1.00	1.00	1.00	350.00	350.00	$29,400	LT 2 AVG

DISCLAIMER:
Please note that property values on this site are continously being updated and are a work in progress throughout the year. The final values are certified in October of each year.

Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899

Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Melony Culpepper, Planning Supervisor**

SUBJECT/TITLE: **Public hearing to consider Transmittal to the Florida Department of Economic Opportunity of a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-20-576LS.**

STATEMENT OF ISSUE

An update is proposed to the Highlands County 2030 Comprehensive Plan. The proposed modifications are intended to provide higher densities for affordable and workforce housing, address intensity and density requirements throughout various future land use designations, delete redundancies, reflect policy changes and provide clarification. The Elements proposed for amendment include the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan.

The ordinance was first read at a public hearing on September 15, 2020; and the Board of County Commissioners approved the transmittal to the Florida Department of Economic Opportunity for an expedited review. This is the adoption hearing of the ordinance with revisions.

RECOMMENDED ACTION

Move to approve the Large Scale Plan Amendment CPA-20-576LS amending the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

No fiscal impact

Attachments: Staff Report for BCC for CPA-20-576LS Various Text Amendments Adoption Hearing.pdf
HIGHLANDS CO. 20-05ESR DEO Comment Letter.pdf
Email from DEO after revision.pdf
Proposed Amendment Summary.pdf
Housing Study.pdf
Ordinance for CPA-20-576LS.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Text Amendment	**BCC Hearing Date:** 3/16/2021
Case Number: CPA-20-576LS	**Case Name:** Text Amendments
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: CPA-20-576LS – Large Scale Comprehensive Plan Text Amendment

Proposal: To amend the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan

Area Covered By Amendment: County-wide

Phase: Adoption

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) after transmittal to the Florida Department of Economic Opportunity:** Move to approve the Large Scale Plan Amendment CPA-20-576LS amending the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity (DEO) for compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the BCC concerning the Planning and Zoning (P&Z) Recommendation:** Move to approve the Large Scale Plan Amendment CPA-20-576LS amending the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan for transmittal to DEO for expedited state review.

3. **Excerpt from the September 15, 2020, BCC Meeting Minutes: "9. PUBLIC HEARING C. Public hearing to consider Transmittal to the Florida Department of Economic Opportunity of a Large-Scale Plan Amendment for**

Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-20-576LS.

Dana Riddell, Planner II, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Riddell questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no. Ms. Riddell read the caption of the proposed ordinance into the record and addressed the proposed Text Amendments to the Highlands County 2030 Comprehensive Plan.

Ms. Riddell read into the record the recommended motion for CPA-20-576LS.

Commissioner Tuck made a motion and Commissioner Brooks seconded the motion, to move to approve the motion as read into the record. Chairman Handley called for public comment. Input was not provided.

Upon roll call, all Commissioners voted aye. The motion carried. **See Proof of Publication file & SMB 139 Page 91."**

4. **Staff Recommendation to P&Z:** Recommend to the Board of County Commissioners (BCC) to approve the Large Scale Plan Amendment CPA-20-576LS amending the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

5. **Excerpt from the August 11, 2020, P&Z Minutes and Recommendations to the BCC: "<u>E. HEARING NUMBER CPA-20-576LS – AMENDING THE FUTURE LAND USE ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, AND DEFINITIONS AND ACRONYMS SECTION OF THE HIGHLANDS COUNTY 2030 COMPREHENIVE PLAN – C/O DANA RIDDELL, PLANNER I</u>**

Mr. Ingler read the request, and Ms. Riddell presented the proposed text amendments to the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan.

Motion by Mr. Roberts and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve the Large-Scale Plan Amendment CPA-20-576LS amending the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 5-0."**

Supplemental Material/Issue Analysis Report:

1. Request:

To consider the proposed text amendments to the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and Definitions and Acronyms Section of the Highlands County 2030 Comprehensive Plan. The proposed modifications are intended to provide higher densities for affordable and workforce housing, address intensity and density requirements throughout various future land use designations, delete redundancies, reflect policy changes and provide clarification.

A housing study, finalized in May of 2019, determined a higher density of 16 dwelling units per acre would be more appealing to investors looking to locate multi-family housing in Highlands County. Currently, the highest allowable density is 12 dwelling units per acre. The proposed changes are to encourage the development of affordable and workforce housing in the High Density Future Land Use Designation (RH) and provide fair and equitable housing options for agricultural workforce housing in the Agriculture Future Land Use Designation (AG).

2. Revisions to Proposed Amendments from DEO Comment Letter:

DEO's Comment Letter identified a comment related to adverse impacts to important state resources, namely the Avon Park Air Force Range (APAFR). The proposed increase in density in Future Land Use Element Policy 1.2.D.1 and Housing Element Policy 9.1 would potentially adversely impact the mission of the APAFR, a US military installation that is an important state facility.

Also, the letter indicated that the proposed amendments do not establish meaningful and predictable guidelines and standards defining "agricultural workforce housing" and identifying the maximum density of residential use for agricultural workforce housing in the Agriculture future land use category.

- Staff has revised Future Land Use Element Policy 1.2.D.1 to remove the proposed changes to the density. The Central Florida Regional Planning Council (CFRPC) has received a grant to create a model agricultural workforce housing ordinance for the Region. To avoid duplication of efforts, staff intends to work with the CFRPC in creating this ordinance.

- Staff has revised the proposed "agricultural workforce housing" to "agricultural worker housing."

- Staff has revised Housing Element Policy 9.1 to remove the increased density while still clarifying that this Policy is intended to be net density.

Staff has worked with the APAFR, the CFRPC, and DEO to ensure that these proposed revisions would be acceptable.

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

October 29, 2020

The Honorable William R. Handley
Chairman, Highlands County
Board of County Commissioners
600 South Commerce Avenue
Sebring, Florida 33870

Dear Chairman Handley:

The Department of Economic Opportunity ("Department") has reviewed the Highlands County proposed comprehensive plan amendment (Amendment No. 20-05ESR), received on September 29, 2020, pursuant to the expedited state review process in Section 163.3184(2) - (3), Florida Statutes (F.S.). We have identified a comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review. The Agency's comment regarding these amendments are attached to this letter.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Scott Rogers, Planning Analyst, by telephone at (850) 717-8510 or by email at scott.rogers@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ sr

Enclosure(s): Procedures for Adoption

cc: Melony Culpepper, Planning Supervisor, Highlands County
Charles MacLaughlin, Range Operations Officer, Avon Park Air Force Range
Patricia Steed, Executive Director, Central Florida Regional Planning Council

Comment (Land Use Compatibility):

Highlands County proposed Comprehensive Plan Amendment 20-05ESR includes amendments to Future Land Use Element Policy 1.2.D.1 and Housing Element Policy 9.1 that allow residential land uses and density that, if adopted, would potentially adversely impact the mission of the Avon Park Air Force Range (APAFR), a U.S. military installation that is an important state facility.

The proposed amendments to Future Land Use Element Policy 1.2.D.1 and Housing Element Policy 9.1 (plan amendments) do not establish meaningful and predictable guidelines and standards defining "agricultural workforce housing" and identifying the maximum density of residential use for agricultural workforce housing in the Agriculture future land use category in the Comprehensive Plan. The plan amendments would potentially allow an unlimited amount of residential density in the Agriculture future land use category and would potentially allow various types of residential use (e.g., single family, duplex, multiple family, mobile homes) in the Agriculture future land use category.

The Agriculture future land use category is designated on the Highlands County Comprehensive Plan Future Land Use Map (FLUM) in areas that are also designated as Military Airport Zones (MAZ) I and II in the Highlands County Comprehensive Plan (FLU Map 13). The MAZ I and II encompass the same area that is designated as Military Influence Planning Areas I and II in the 2010 APAFR Joint Land Use Study (JLUS). The APAFR JLUS (Table 2-3) recommends that residential land uses (single family, duplex, mobile homes) are not normally compatible with the military operations of APAFR and should be prohibited within the area encompassed by MAZ I (MIPA I). The APAFR JLUS (Table 2-3) recommends that residential multiple family is not normally compatible with the military operations of APAFR and should be prohibited within the area encompassed by MAZ II (MIPA II). The proposed amendments would potentially allow these residential uses at densities that exceed the currently adopted Comprehensive Plan. The residential land uses and densities allowed by the amendments that are inconsistent with the recommendations of the JLUS are incompatible with the mission of APAFR and may adversely impact the mission of APAFR. The incompatible land uses and densities allowed by the amendments increase the likelihood of noise complaints due to operations of APAFR, and these complaints may adversely impact the mission of APAFR.

As described in the attached comments from the APAFR (APAFR comments are incorporated into and made a part of this comment), the plan amendments are incompatible with the mission of APAFR and inconsistent with the recommendations of the JLUS regarding low altitude tactical navigation and training areas (Section 2.2.4). The incompatible residential uses allowed by the plan amendments are incompatible with the APAFR low altitude training areas that would have to be adjusted upwards to meet federal regulations and to minimize noise and risk to the population underneath. Increases in altitude would severely impact the training capability of the military utilizing APAFR. The potential increase in residential density is not compatible with military aircraft flying a low altitude level and represents an increased risk to public health, safety, and welfare in the event of an aircraft mishap or weapon malfunction.

The proposed plan amendments are not supported by relevant and appropriate data and analysis demonstrating that the proposed amendments residential land uses and densities are compatible with the Avon Park Air Force Range and addressing the following: (1) recommendations of the 2010 APAFR JULS and demonstrating that the proposed plan amendments will not adversely impact the mission of APAFR; and (2) demonstrating how the proposed plan amendments are consistent with Highlands County Comprehensive Plan Future Land Use Element Objective 10 (Military Base Encroachment) and Policies 10.1 and 10.2 regarding the Avon Park Air Force Range. The plan amendments result in a future land use plan that does not achieve the compatibility of lands adjacent or closely proximate to military installations, and thus, the plan amendments are inconsistent with the requirements of Section 163.3177(6)(a)3.a., F.S. In addition, the proposed plan amendments are inconsistent with the requirements of Section 163.3177(1) and 163.3177(6)(a)1., F.S., to establish meaningful and predictable guidelines and standards for a future land use category regarding the allowable types of uses and densities of use.

Statutory Authority: Sections 163.3177(1); 163.3177(1)(f); 163.3177(6)(a)2.f.; 163.3177(6)(a)3.a.; and 163.3175(5), Florida Statutes.

Recommendation: Do not adopt the plan amendments to Future Land Use Element Policy 1.2.D.1 and Housing Element Policy 9.1. Alternatively, revise the amendments, based upon and supported by relevant and appropriate data and analysis, to establish meaningful and predictable guidelines and standards defining "agricultural workforce housing" and identifying the maximum density of residential use for agricultural workforce housing in the Agriculture future land use category. Revise the amendments to ensure that the land uses allowed by the amendments are compatible with the mission of APAFR. The County should coordinate with APAFR and the Central Florida Regional Planning Council regarding compatibility of land use, potential mitigation of adverse impacts, and the development of standards and guidelines that are needed to avoid adverse impacts of development on the operations of APAFR. For example, the County should consider revising the amendments to exclude the areas encompassed by Military Airport Zones I and II (Military Influence Planning Areas I and II) from the potential increases in residential densities and to appropriately limit the types of residential uses in a manner compatible with APAFR.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

DEPARTMENT OF THE AIR FORCE
598TH RANGE SQUADRON
AVON PARK AIR FORCE RANGE, FLORIDA AND MACDILL AIR FORCE BASE, FLORIDA,

October 22, 2020

Charles "Buck" MacLaughlin
Range Operations Officer
Avon Park Air Force Range (APAFR)
29 South Blvd.
Avon Park AFR, FL 33825

James Stansbury
Chief, Bureau of Community Planning and Growth, Florida Department of Economic Opportunity
Florida Department of Economic Opportunity
Caldwell Building
107 E. Madison Street
Tallahassee, FL 32399

RE: Large Scale Plan Amendment (CPA-20-576LS) to the Highlands County 2030 Comprehensive Plan

Dear Mr. Stansbury:

I am sending this letter to formally share our concerns regarding Large Scale Plan Amendment (CPA-20-576LS) to the Highlands County 2030 Comprehensive Plan and the impacts it may have on the Avon Park Air Force Range. Before listing our concerns, I want to express my sincere appreciation for the Highlands County Planning Division, specifically Ms. Leah Sauls, Ms. Melony Culpepper and Ms. Dana Riddell. During a 16 October 2020 teleconference to discuss the proposed plan amendment, Ms. Culpepper and Ms. Riddell were very receptive and suggested adding a provision which, if adopted, should address our concerns.

Our specific concerns are in regard to the County's proposed text amendments to Future Land Use Element Policy 1.2.D.1 and Housing Element Policy 9.1. The proposed amendments allow an increased residential density on Agricultural (AG) lands as designated in the Counties' Land Development Regulations. This increase in density, if inacted on Agricultural lands in close proximity to Avon Park Air Force Range, is not compatible with military aircraft flying a low altitudep level and represents an increased risk to public health, safety, and welfare in the event of an aircraft mishap or weapon malfunction.

It is our position that the proposed amendments are inconsistent with the 2010 Avon Park Air Force Range Joint Land Use Study (JLUS). Section 2.2.4 of the JLUS states: "Multiple types of aircraft conduct training operations within the low altitude tactical navigation area (designated as R 2901A-I). If population density increases underneath the low-level training areas, the required

altitude for flight operations is subject to being adjusted upwards to meet federal regulations and to minimize noise and risk to the population underneath. Increases in altitude would severely impact the training capability of the military utilizing APAFR." Table 2-3 (Attached): MIPA and Land Use Compatibility Chart states residential development including single family, duplexes, and mobile homes are uses that are not normally compatible in the Military Influence Planning Areas I and II known as the Military Airport Zones (MCZ) I and II in the Highlands County Comprehensive Plan.

If you have any questions or concerns, please contact me at 813-857-7109 or at charles.maclaughlin.1@us.af.mil.

Sincerely,

CHARLES MACLAUGHLIN, GS-12, USAF
Range Operations Officer

Enclosures: APAFR Restricted Airspace and Military Operating Areas (MOAs)
Table 2-3: MIPA and Land Use Compatibility Chart

cc:

Barbara Powell, Regional Planning Administrator, Bureau of Community Planning and Growth, Florida Department of Economic Opportunity
Scott Rogers, Planning Analyst, Florida Department of Economic Opportunity
Melony Culpepper, Planning Supervisor, Highlands County Development Services

Restricted Airspace	Airspace Floor	Airspace Ceiling
R 2901 A	Surface	14,000 ft MSL
R 2901 A/B	Surface	18,000 ft MSL
R 2901 C	Surface	14,000 ft MSL
R 2901 D	500 ft MSL	4,000 ft MSL
R 2901 E	1,000 ft MSL	4,000 ft MSL
R 2901 F	4,000 ft MSL	5,000 ft MSL
R 2901 G	Surface	5,000 ft MSL
R 2901 H	1,000 ft MSL	4,000 ft MSL
R 2901 I	1,500 ft MSL	4,000 ft MSL

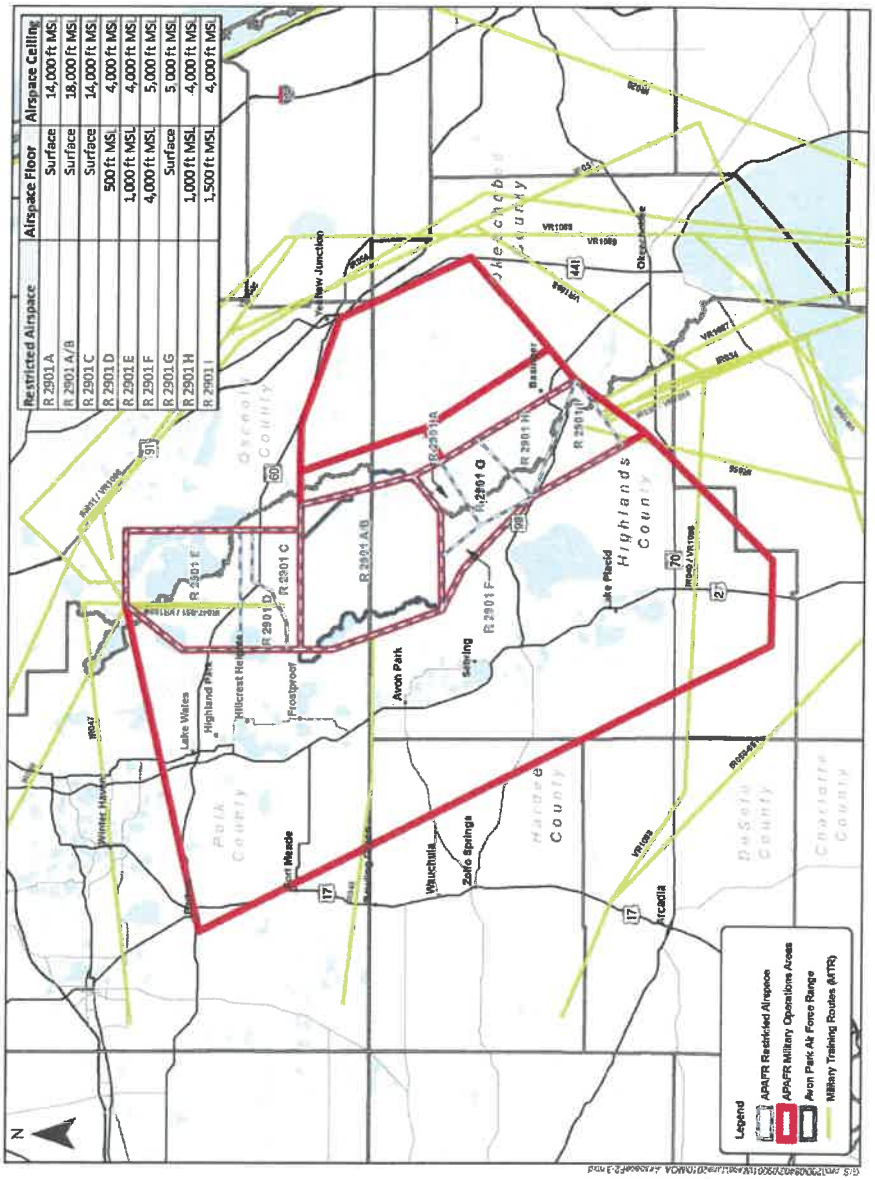
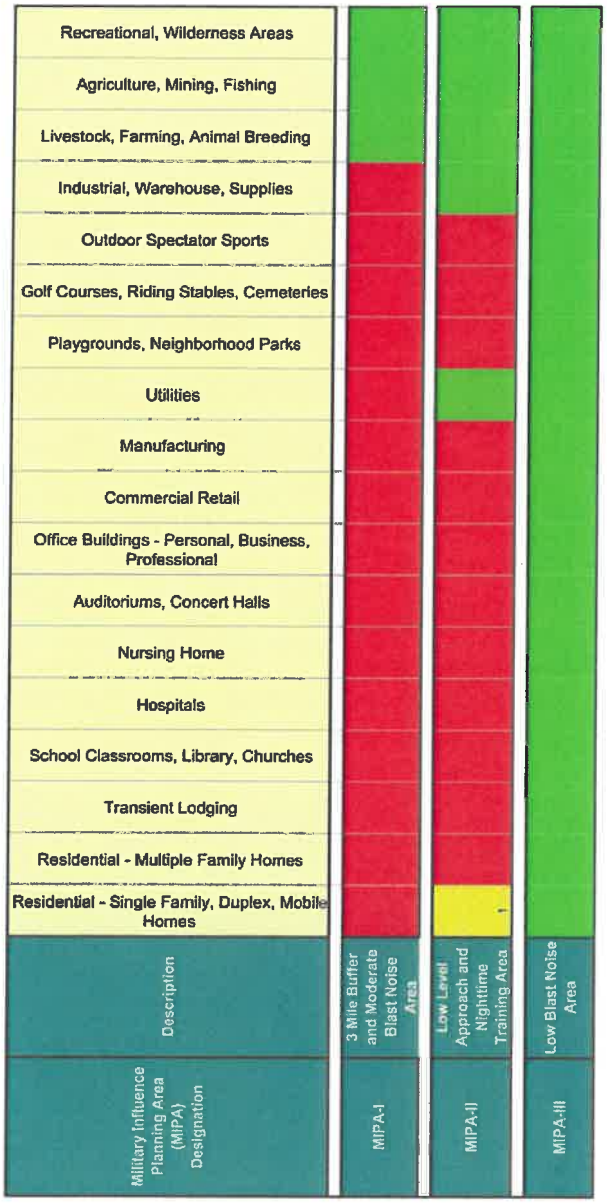


Figure 2-3: APAFR Restricted Airspace and MOAs

Table 2-3: MIPA and Land Use Compatibility Chart



Legend:

- Potential use and related structures are not normally compatible and should be prohibited
- Potential use and related structures are generally compatible with noted restrictions
- Potential uses and related structures are normally compatible with specific requirements as noted herein such as lighting, real estate disclosure, etc.

Notes:

1 Suggested Maximum Density in MIPA II is no more than 1 dwelling unit per 5 acres

From: Rogers, Scott
To: Culpepper, Melony
Cc: Rogers, Scott
Subject: Highlands County Plan Amendment 20-05ESR
Date: Wednesday, February 3, 2021 11:03:15 AM

[**CAUTION:** External Message*]

Melony Culpepper,

Thank you for providing the Department of Economic Opportunity an opportunity to review Highlands County's draft revisions (as referenced in your emails of January 4, 11 and 22) to the previously transmitted proposed Highlands County Comprehensive Plan Amendment 20-05ESR (CPA-20-576LS). The County's draft revisions are in response to the Department's comment regarding the proposed amendment (Department letter dated October 29, 2020). Department staff (Bureau of Community Planning and Growth staff) has reviewed the draft revisions and coordinated/consulted with the Central Florida Regional Planning Council and Avon Park Air Force Range regarding the revisions. It is the opinion (recommendation) of Department staff that the County's draft revisions adequately address the Department's comment. Please be advised that this opinion of Department staff does not constitute a formal compliance determination by the Department regarding the adopted plan amendment. If you have any questions regarding this correspondence or if I may be of further assistance, please contact me.

Sincerely,

Scott Rogers
Planning Analyst
Florida Department of Economic Opportunity
Bureau of Community Planning and Growth
(850) 717-8510

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

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Highlands County 2030 Comprehensive Plan

Amendments and Corrections, 2020/2021

Future Land Use Element

Policy 1.2.D.1.b.	Removed previously added density for Agricultural Worker housing.
Policy 1.2.D.1.b.1	Corrected to match the Highlands County Land Development Regulations (LDRs).
Policy 1.2.D.4.b.	Increased density for worker and affordable housing.
Policy 1.2.D.4.c.	Added intensity requirements for commercial uses.
Policy 1.2.D.4.d-f. Policy 1.2.D.7.d	Renumbered.
Policy 1.2.D.7.c.	Added residential density in the commercial future land use, as allowed in the Highlands County Land Development Regulations (LDRs).
Policy 1.2.D.16.e.7	Corrected to match the LDRs

Housing Element

Table of Contents	Changed “farm worker housing” to “agricultural worker” housing.
Policy 2.5	Changed “migrant farm” workers to “agricultural” workers.
Objective 9 & Policies	Changed “farm worker housing” to “agricultural worker” housing.
Policy 9.1	Revised previously added and modified density requirements for agricultural worker housing to remove added density while clarifying that this Policy pertains to net density.

Infrastructure Element

Policy 6.9	Deleted duplicate Policy. Policy 6.5 is the same.

Natural Resources Element

Policy 3.3.A.2.a. Policy 3.3.A.2.b. Policy 3.3.A.2.g. Policy 3.3.A.2.h.	Changed exemptions to only apply to Xeric Upland habitat.
Policy 3.3.A.2.c.	Deleted “legally recorded on or after September 15, 1993,” to allow any lot with existing Environmental Clearance as an exemption.
Policy 3.3.A.3.a.	Deleted 5-year requirement on Environmental Clearance Reports.
Policy 3.14.B.14.	Added, “Mulching and bush-hogging that does not disturb the soil,” as exempt activities.

Definitions and Acronyms

Land Clearing	Deleted 5-year requirement as a condition for long-term recovery.

Highlands County, Florida

Housing Study

May 2019 | FINAL

Kimley»Horn

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1. Introduction

In 2018, Highlands County received a Community Planning Technical Assistance grant to investigate market-rate, non-subsidized multi-family housing that can be profitably delivered while still affordable to meet the needs of existing and future residents. Kimley-Horn was retained by Highlands County to conduct the analysis of the County's housing market and provide recommendations for addressing the need for more market-rate rental options.

1.1 Project Description & Need

A community roundtable with industry leaders hosted in 2018 and ongoing informal conversations with the Highlands County Economic Development Department have highlighted the challenges in attracting a qualified workforce, in part, due to the limited availability of market-rate rental housing in Highlands County. The shortage of rental units is due to several interconnected factors, including construction costs, wages, and a seasonal population of retirees.

In effort to better understand and respond to the challenge, this housing study examines Highlands County's existing conditions and trends of the local rental market, employment and demographic profiles, and forecasts the demand for market-rate apartments. To further understand the nuances of the area's housing challenges, interviews with local stakeholders representing area employers were conducted. The stakeholders consulted represented companies and organizations focused on agriculture, education, healthcare, manufacturing, and employment and business resources. Key takeaways from these conversations are integrated into this report and informed the demand forecast and recommended strategies. Notes from the stakeholder interviews are provided in Appendix A.

Additionally, a supplemental financial feasibility analysis and proforma are provided to investigate residential density scenarios required to support and attract private development of multi-family rental product in Highlands County. Pro forma results from a test project are presented in Appendix B. Following the completion of the housing market study and financial feasibility study, amendments to the County's 2030 Comprehensive Plan Housing Element, Future Land Use Element, and Future Land Use Map will be drafted to support the study's findings and recommendations.

1.2 Area Description

Highlands County is situated in the Florida Heartland, approximately 80 miles southwest of Tampa and 80 miles south of Orlando. The region is primarily rural in nature, with Highlands County being the most populous of the six-county Heartland region. There are more than 100 lakes in the County, ranging from less than 10 acres to nearly 28,000 acres.

The primary transportation corridor in Highlands County is US 27, a north-south highway that bisects the County and runs from the South Florida Metropolitan Area to the Tallahassee Metropolitan Statistical Area (MSA) in Florida. US 98 shares a common section with US 27 in the northern part of the County before veering east south of Sebring. Notable state routes include FL-17 and FL-70.

Highlands County is home to two cities (Sebring and Avon Park) and a town (Lake Placid), all of which are situated along US 27. The County also contains several unincorporated communities

and improvement districts. Sebring is in the northwestern part of Highlands County, where most of the County's population is concentrated. In 2018, there were approximately 11,000 residents. Sebring is the principal city of the Sebring MSA, which is coterminous with Highlands County. It is also the county seat and the primary employment center for Highlands County, with many of the County's governmental offices located in the downtown area.

Much of Sebring's commercial development is situated around Lake Jackson, a dominant recreational feature of the City. Sebring's Community Redevelopment Agency (CRA) is responsible for encouraging the economic revitalization of the downtown area through improving new and existing buildings, funding necessary infrastructure improvements, and marketing the area businesses. Sebring is served by Amtrak from the Sebring station near downtown. Outside the city limits is the Sebring Regional Airport, which actively serves private and commercial air traffic, an industrial park, and the Sebring International Raceway, which is one of the oldest continuously operating race tracks in the country.



Figure 1- Downtown Sebring, FL

Avon Park, the County's oldest municipality, is in the northwestern corner of the County, north of Sebring. There were approximately 9,300 residents in 2018. Note that while this analysis relies on Environmental Systems Research Institute (ESRI) for demographic metrics, local Florida forecasting sources indicate that Avon Park is nearing or has exceeded the population of Sebring. Like Sebring, Avon Park also has a CRA, which supports economic development in three districts – Main Street, Airport, and Southside. A segment of the City's Main Street in downtown Avon Park is a nationally designated historic district. Avon Park is also home to the main campus of South Florida State College, which is profiled in the next section.

Highland County's only town, Lake Placid, is located approximately 16 miles south of Sebring. It is adjacent to Lake June in Winter, a large recreational attraction with a state park on the western shore. As of 2018, the town was home to approximately 2,300 residents. There are an estimated 47 murals painted on buildings throughout the town, resulting in the nickname "Town of Murals". It is also considered "The Caladium of Capital of the World" due to the 14 caladium farms spanning approximately 1,200 acres.

1.3 Economic Anchors

1.3.2 Nucor



Figure 2: Nucor Public Information Session

Nucor Corporation is in the process of developing a new steel rebar mill on a 400-acre site off US 27 in Polk County, near the border with Highlands County. The new $240 million facility will be a 'micro-mill' that produces 350,000 tons of rebar per year for the construction industry. The site in Polk County was selected in part due to its convenient access to the Orlando, Tampa, and Miami markets, which have a strong need for rebar due to substantial construction activity. Other attractive factors included access to a railroad and major highway, proximity to Duke Energy due to the facility's heavy energy load, and favorable demographics for their workforce. The Central Florida Development Council, Enterprise Florida, Duke Energy, Polk County, and the City of Frostproof worked together on recruiting the company to locate locally. Since the announcement, Highlands County has worked with Nucor to provide necessary infrastructure for the site.

Nucor, which is headquartered in Charlotte, NC, currently employs approximately 650 workers in Florida. The new micro-mill is expected to host 250 new high-paying jobs by the end of 2020. The average annual salary is anticipated to be $66,000, well above the County median wage of $33,818. A wide variety of positions will be created, including equipment operators, finance, purchasing, sales, and communications. Only a small share of the positions will be filled by existing employees transferring to the facility. No technical experience is required for the production positions as Nucor has partnered with Polk State College on offering a certified production training program.

In addition to Nucor's direct employees, more than 1,000 indirect jobs are expected to be generated by suppliers and contractors that establish facilities near the micro-mill. The wages of these indirect jobs are typically lower than those provided by Nucor. Additionally, the micro-mill expects to have 100 inbound and outbound loads per day which will create new trucking jobs.

1.3.3 South Florida State College



Figure 3: South Florida State College

The main campus of the South Florida State College (SFSC) sits on 35 acres between Avon Park and Sebring. Other locations include the Hardee Campus, DeSoto Campus, and Lake Placid Center. The public college was founded in 1965 as the South Florida Junior College and became the South Florida Community College in 1984. The school got its current name in 2012.

More than 19,000 residents of Highlands, Hardee, and DeSoto Counties are served

annually across all campuses. The undergraduate enrollment at the main campus is approximately 2,885. There are 67 faculty, 134 adjuncts, 18 administrators, and 494 full- and part-time employees. Academic offerings include college credit and occupational certificates and associate degrees in more than 60 fields of study. Select Bachelors, Masters, and a Doctoral degree are offered in partnership with four-year colleges and universities. The coursework offered at SFSC includes a mix of traditional classroom and distance learning instruction. Specialized courses are geared for adult education needs.

While there is no on-campus student housing, housing is made available to full-time students at The Jacaranda Hotel, a historic mixed-use building in downtown Avon Park that also hosts the public for short-term stays. There are accommodations reserved for 81 SFSC students. The lack of quality student housing has impacted SFSC's ability to attract students. State law prohibits public colleges from owning student housing; however, there is interest in leasing land owned by the school to a private developer to construct modern student housing.

1.3.4 Healthcare Industry

Healthcare is Highlands County's leading industry, in part as a response to the County's large share of senior residents. AdventHealth Sebring, formerly known as Florida Hospital Heartland Medical Center, is the oldest of the County's hospitals. It was founded in 1948 as the Walker Memorial Sanitarium and Hospital by a subsidiary of the Seventh-Day Adventist Church. The current facility was built in 1997 and is located in the Sun 'N Lake Improvement District. It serves Highlands County, southern Polk County, and, along with AdventHealth Wauchula, Hardee County. The non-profit hospital has 197 beds and offers a wide range of services, including heart and vascular care, emergency and urgent care, sleep care, and imaging services.

Figure 4: AdventHealth Sebring



AdventHealth also has physician offices and clinics elsewhere in Sun 'N Lake, Sebring, Avon Park, and Lake Placed. AdventHealth Lake Placid, formerly Florida Hospital Heartland Medical Center Lake Placid, opened in 1982 and serves southern Highlands County. The facility includes an emergency department, physical therapy center, radiology rooms, surgical suites, general medical unit, intensive care unit, and inpatient mental health unit.

Highlands Regional Medical Center (HRMC) is a general medical and surgical facility that opened in Sebring in 1965. It is still located in the original County-owned building, which has been remodeled several times. The full-service hospital has 126 beds and approximately 350 employees. The hospital specializes in orthopedics and cardiology, and is in the process of launching an institute for minimally invasive surgery and robotics that is expected to be completed in 2020. In addition, HRMC offers a range of other services, including emergency services, operating suites, cancer care, wound care, women's health services, imaging services, rehabilitation, and senior services.

Figure 5: Heartland Regional Medical Center



In 2017, Community Health Systems sold HRMC to HCA, a healthcare network made up of locally managed facilities in 21 states and the United Kingdom. The hospital pays over $2 million in taxes annually and has paid more than $53 million in taxes since 1984.

2. Economic Characteristics

This section analyzes annual employment and wage trends by industry over the last five years for Highlands County, describing overall growth and shifts between sectors. Job concentrations and commuting patterns for the County are also provided.

2.1 Major Employers

Table 1 inventories the 15 largest employers operating in Highlands County. The County's largest employer is AdventHealth, which has more than 1,600 employees within the County. In fact, five of the top 15 largest employers in Highlands County are in the Healthcare & Social Services industry. Two-thirds are classified as private, with the balance primarily representing County and municipal administration jobs.

Table 1: Largest Employers by Job Count, Highlands County, 2019

Employer	Industry	Sector	Estimated Employees
AdventHealth	Health & Social Services	Private	1,628
School Board	Education	Public	1,569
Walmart	Retail	Private	727
Agero	Other Services, Call Center	Private	550
Publix	Retail	Private	505
South Florida State College	Education	Public	466
Alan Jay Automotive Network	Retail	Private	390
Highlands County Sheriff's Office	Law Enforcement	Public	376
Board of County Commissioners	Government	Public	359
Highlands Regional Medical Center	Health & Social Services	Private	350
Avon Park Correctional Institute	Law Enforcement	Public	300
Lake Placid Health Care	Health & Social Services	Private	244
The Palms of Sebring	Health & Social Services	Private	234
Costa Delray Farms	Agriculture	Private	216
Royal Care of Avon Park	Health & Social Services	Private	140

Source: Highlands County Economic Development; Kimley-Horn

2.2 Annualized Employment by Industry

As shown in *Table 2*, employment in Highlands County increased by 417 jobs, or 1.5%, between 2012 and 2017. Total annual employment in 2017 was 27,823. Healthcare & Social Assistance represented the largest share of employment in the region at 20.9%, followed by Retail Trade (16.8%) and Accommodation and Food Services (9.6%). Together, these three sectors comprise 47.4% of the total County-wide employment.

Of the 20 most commonly reported industry sectors, 16 reported gains over the last five years that data is available. The following industries showed the most significant employment gains in Highlands County since 2012:

- Retail Trade (+554)
- Accommodation and Food Services (+483)
- Healthcare and Social Assistance (+482)
- Construction (+357)
- Arts, Entertainment, and Recreation (+214)

Table 2: Annualized Employment by Industry, Highlands County, 2012-2017

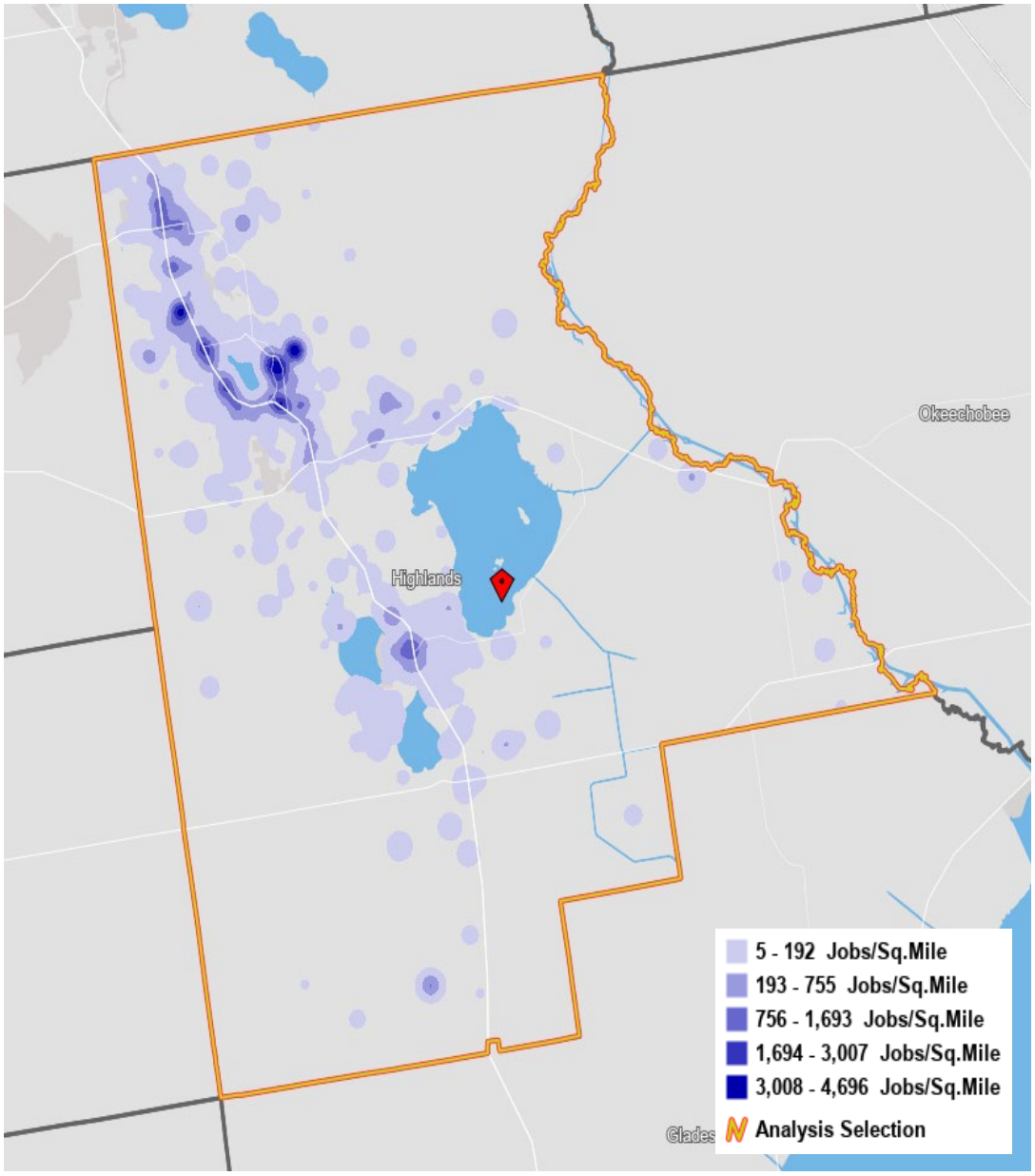
			2012-2017 Δ	
Industry	**2012**	**2017**	**#**	**%**
Retail Trade	4,125	4,679	554	13.4%
Accommodation and Food Services	2,198	2,681	483	22.0%
Healthcare and Social Assistance	5,334	5,816	482	9.0%
Construction	915	1,272	357	39.0%
Arts, Entertainment, and Recreation	561	775	214	38.1%
Administrative and Waste Services	1,776	1,951	175	9.9%
Manufacturing	635	733	98	15.4%
Other Services, Ex. Public Admin	560	641	81	14.5%
Real Estate and Rental and Leasing	259	334	75	29.0%
Educational Services	2,325	2,392	67	2.9%
Management of Companies and Enterprises	62	104	42	67.7%
Transportation and Warehousing	392	426	34	8.7%
Wholesale Trade	412	442	30	7.3%
Professional and Technical Services	667	679	12	1.8%
Information	161	166	5	3.1%
Finance and Insurance	493	498	5	1.0%
Mining	5	0	-5	-100.0%
Public Administration	1,618	1,539	-79	-4.9%
Utilities	203	94	-109	-53.7%
Agriculture, Forestry, Fishing & Hunting	4,705	2,601	-2,104	-44.7%
Total	**27,406**	**27,823**	**417**	**1.5%**

Source: Florida Dept. of Economic Opportunity; Kimley-Horn

Losses were experienced in four sectors, with most of the total decline captured by Agriculture, Forestry Fishing and Hunting. This sector, which is heavily influenced by the citrus industry in Highlands County, lost more than 2,100 jobs in the last five years, a trend consistent with other areas that have strong concentrations of citrus production.

Map 1 shows where jobs are concentrated in Highlands County. Generally, employment is concentrated along the US 27 corridor. The primary employment centers in the County are located in Sebring around Lake Jackson. A wide variety of jobs are hosted in these nodes, including those in Retail Trade, Public Administration, Healthcare and Social Assistance, Educational Services, Finance and Insurance, and Professional and Technical Services. Less dense concentrations are also centered on the downtown areas of Avon Park and Lake Placid.

Map 1: Employment Concentrations, Highlands County, 2015



Source: LEHD On the Map; Kimley-Horn

2.3 Annualized Wages by Industry

In 2017, the average annual wage in Highlands County was $33,818, an increase of $4,199 from 2012, or 14.2% (*Table 3*). Employees working in Utilities recorded the highest average annual wage at $70,491, followed by Management of Companies and Enterprises at $64,674. All but four of the 20 employment industries posted an increase in wages over the five-year period from 2012 to 2017, with the most significant growth as follows:

- Construction (+$8,361)
- Agriculture, Forestry, Fishing, and Hunting (+$7,657)
- Finance and Insurance (+$7,623)

- Arts, Entertainment, and Recreation (+$6,954)
- Transportation and Warehousing (+$5,723)

Table 3: Annualized Wages by Industry, Highlands County, 2012-2017

			2012-2017 Δ	
Industry	**2012**	**2017**	**#**	**%**
Construction	$26,404	$34,765	$8,361	31.7%
Agriculture, Forestry, Fishing & Hunting	$19,429	$27,086	$7,657	39.4%
Finance and Insurance	$42,516	$50,139	$7,623	17.9%
Arts, Entertainment, and Recreation	$15,361	$22,315	$6,954	45.3%
Transportation and Warehousing	$38,174	$43,897	$5,723	15.0%
Professional and Technical Services	$33,515	$39,008	$5,493	16.4%
Administrative and Waste Services	$25,400	$29,976	$4,576	18.0%
Public Administration	$39,771	$43,924	$4,153	10.4%
Healthcare and Social Assistance	$40,190	$44,230	$4,040	10.1%
Educational Services	$35,176	$38,775	$3,599	10.2%
Manufacturing	$34,644	$38,197	$3,553	10.3%
Information	$40,765	$42,975	$2,210	5.4%
Other Services, Ex. Public Admin	$22,194	$24,069	$1,875	8.4%
Accommodation and Food Services	$14,851	$16,671	$1,820	12.3%
Retail Trade	$24,836	$26,088	$1,252	5.0%
Wholesale Trade	$50,934	$50,765	-$169	-0.3%
Real Estate and Rental and Leasing	$29,112	$28,744	-$368	-1.3%
Utilities	$71,202	$70,491	-$711	-1.0%
Management of Companies and Enterprises	$70,928	$64,674	-$6,254	-8.8%
Mining	$38,269	N/A	N/A	N/A
Average	**$29,619**	**$33,818**	**$4,199**	**14.2%**

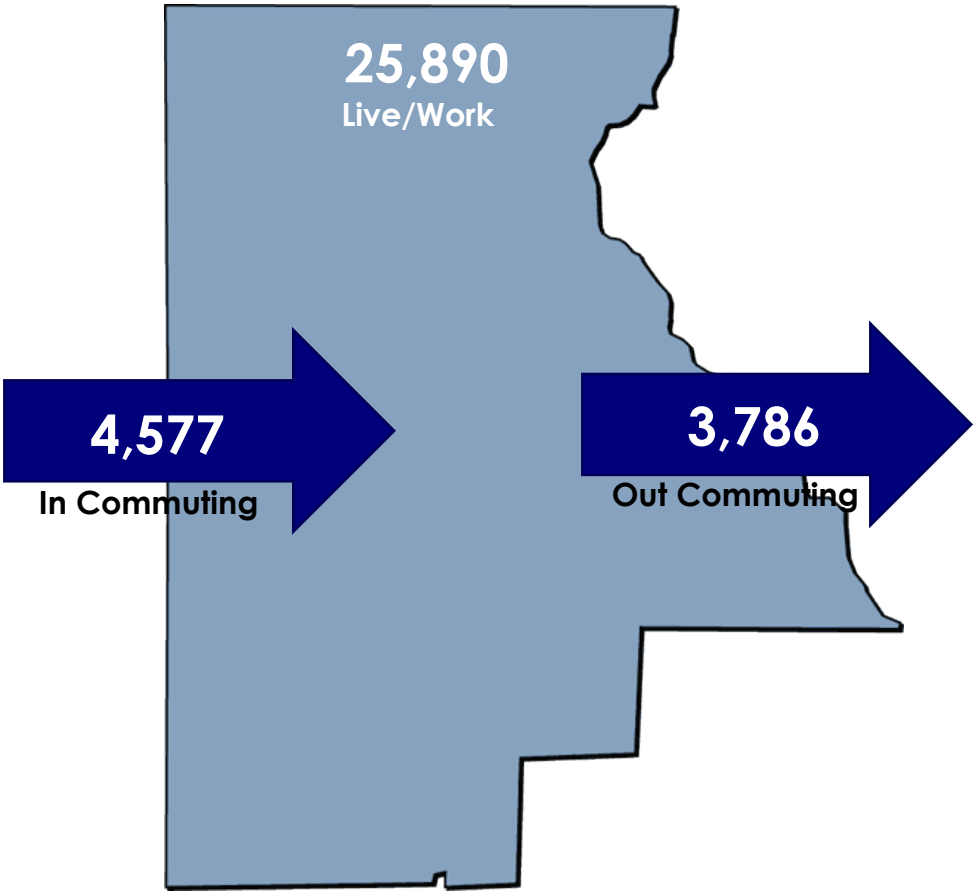
Source: Florida Dept. of Economic Opportunity; Kimley-Horn

The County's largest employment sector, Healthcare and Social Assistance, reported average earnings of $44,230 in 2017, higher than the County-wide average. Retail Trade and Accommodation & Food Services, the next two largest industry sectors, had significantly lower averages of $26,088 and $16,671, respectively. It should be noted that Utilities, which posted the highest average annual wage in 2017, comprised only 0.3% of the total County-wide employment.

2.4 Commuting Trends

Commuting data for Highlands County is provided by datasets from JobsEQ, as provided by Highlands County. As of year-end 2018, the most recent period for which data is available, 4,577 people traveled into Highlands County for employment and approximately 3,786 of the County's employed population commuted out (*Figure 6*). The County has over 25,000 people that live and work there. While the majority of the County's employed residents work locally, other popular commuting locations include Polk and Lee counties.

Figure 6: Commuting Patterns, Highlands County, 2018



Source: JobsEQ; Kimley-Horn

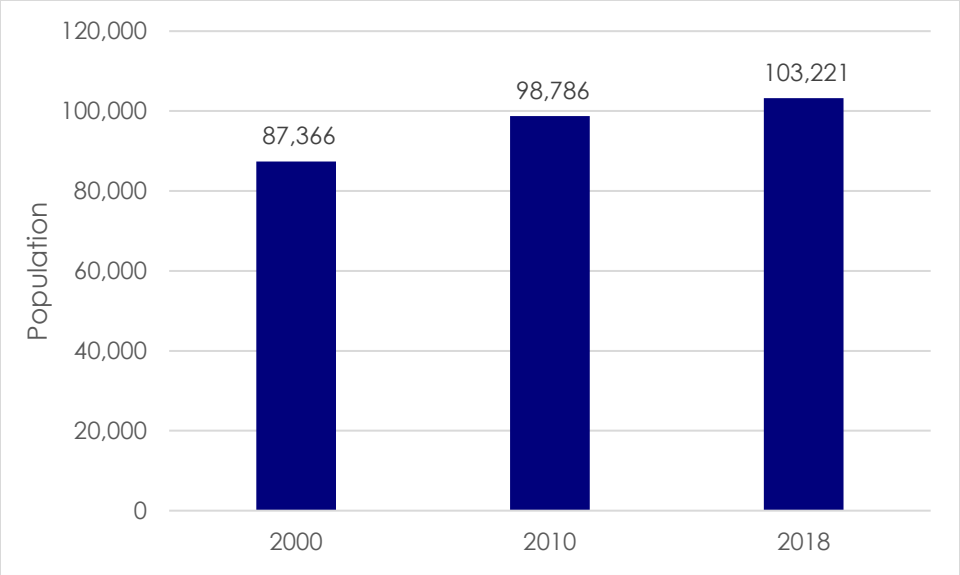
3. Demographic Characteristics

This section analyzes population and household trends by age, income, and tenure for Highlands County. These factors are influential in creation of demand for housing, including for-sale and rental opportunities.

3.1 Population

Highlands County had an estimated total population of 103,221 in 2018. As shown in *Graph 1*, the County exhibited strong population growth between 2000 and 2010, an increase of 13.1% or 11,420 people. Growth has been more modest since 2010, with the County growing by 4.5% between 2010 and 2018.

Graph 1: Population Trends, Highlands County, 2000-2018



Source: ESRI; Kimley-Horn

Born roughly between 1981 and 1997, Millennials have overtaken the Baby Boomers as the largest generation in the United States. Millennials now comprise roughly 23.8% of the population (slightly more than 23.7% for Baby Boomers). The largest segment of the generation is still in their early- to mid-20s, meaning that the generation's impact, particularly on housing choices, will only continue to grow. As a whole, Florida offers a divergence from this national trend, particularly in coastal and rural areas, due to the high share of retirees.

The age cohorts representing Baby Boomers, aged 55 to 74, exhibited the strongest absolute and percentage growth between 2010 and 2018 in Highlands County (*Table 4*). The age cohort encompassing the older segment of Millennials, aged 25 to 34, experienced notable growth as well with an increase of 12.9%, which equates to 1,108 new residents. The largest cohort in the County is adults aged 65 to 74, making up 18.0% of the total population. An estimated 45.2% of County residents are over the age of 55.

Table 4: Population by Age Cohort, Highlands County, 2010-2018

			2010-2018 Δ	
Cohort	2010	2018	#	%
0 - 14	14,719	14,244	-475	-3.2%
15 - 24	9,681	9,290	-391	-4.0%
25 - 34	8,594	9,703	1,108	12.9%
35 - 44	8,891	8,671	-220	-2.5%
45 - 54	11,756	10,219	-1,537	-13.1%
55 - 64	12,842	14,761	1,918	14.9%
65 - 74	16,398	18,580	2,181	13.3%
75 - 84	11,262	12,799	1,538	13.7%
85+	4,149	5,264	1,115	26.9%
Total	**98,786**	**103,221**	**4,435**	**4.5%**

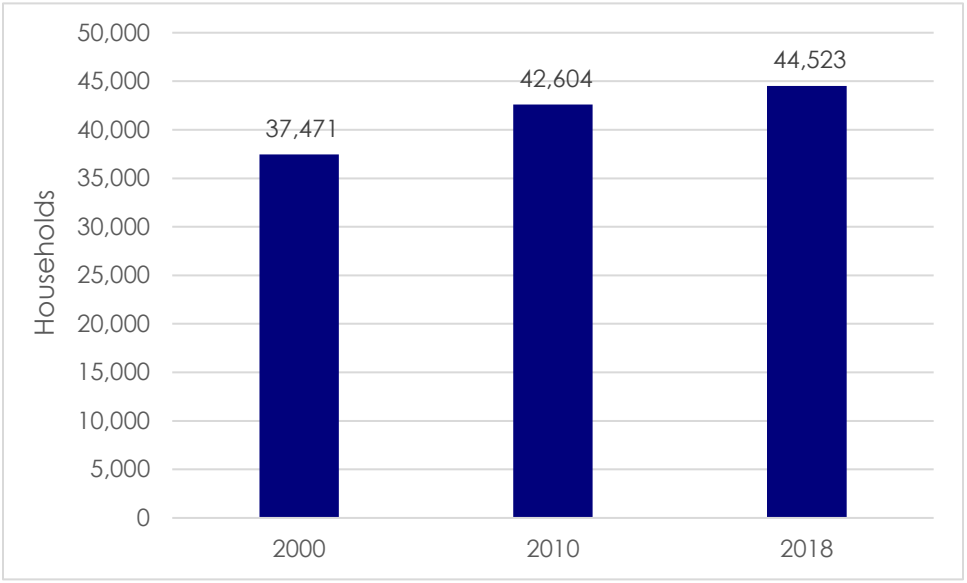
Source: ESRI; Kimley-Horn

While some Baby Boomers will seek higher-density rental options, downsizing from high-maintenance family homes, many still prefer homeownership. Baby Boomers were the first generation that grew up in the suburbs so it is not surprising that they still possess high homeownership rates, upwards of 70%. However, Baby Boomers have accounted for the largest net increase in renter households in the last five years. As baby boomers age, a wide array of housing options, including facilities offering a continuum of care, will be in demand to accommodate this group.

3.2 Households

Highlands County added nearly 2,000 households between 2010 and 2018, representing a 4.5% growth rate (*Graph 2*). Households grew at the same pace as population, indicating a stable household size. Like population, the number of households in the County grew at a faster rate between 2000 and 2010 than in more recent years.

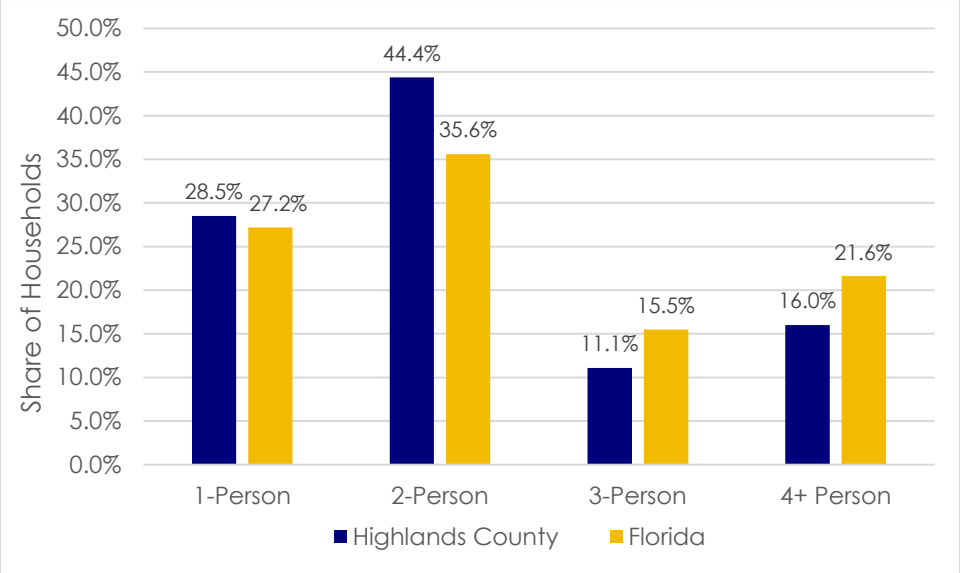
Graph 2: Household Trends, Highlands County, 2000-2018



Source: ESRI; Kimley-Horn

As of the 2010 Census, approximately 44.4% of the County's households contained two people, representing the highest share (*Graph 3*). Singles, including young professionals and retirees, made up approximately 28.5% of the total households. The County has significantly lower shares of larger household sizes than the entire state of Florida.

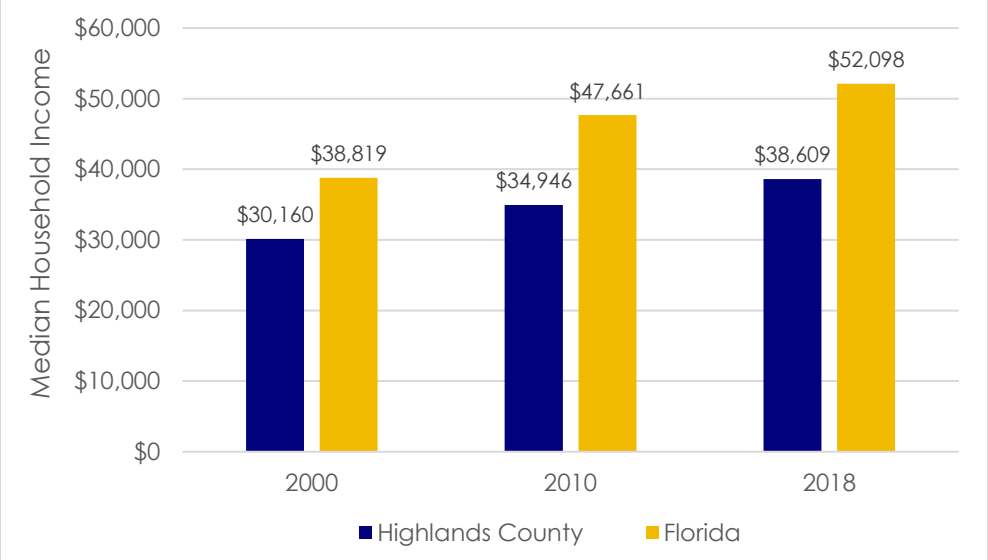
Graph 3: Comparison of Shares of Households by Size, 2010



Source: ESRI; Kimley-Horn

As of 2018, the median household income of $38,609 in Highlands County is approximately 26% lower than $52,098 for the entire state of Florida (*Graph 4*). However, both geographies demonstrated increases since 2000. Highlands County increased $8,449 between 2000 and 2018, representing 28.0% growth. Florida increased by 34.2% during the same period.

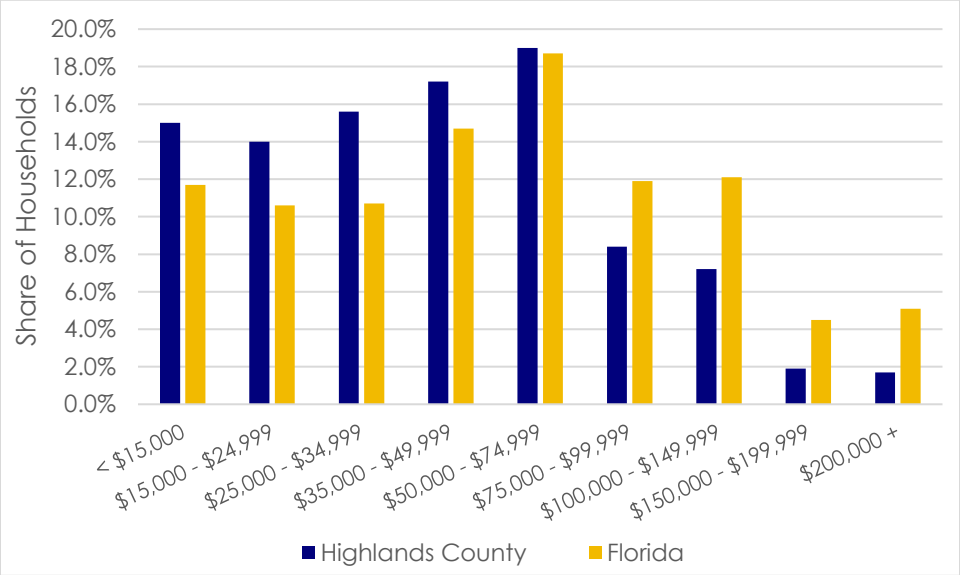
Graph 4: Comparison of Median Household Income, 2000-2018



Source: ESRI; US Census; Kimley-Horn

As of 2018, households earning $50,000 to $74,999 annually are the most prevalent cohort in Highlands County, with a share of 19.0% (*Graph 5*). This income cohort also comprises the largest share of all households in Florida.

Graph 5: Comparison of Households by Income Cohort, 2018



Source: ESRI; Kimley-Horn

The County has larger shares of households earning below $75,000 per year than the state; more than half of all County households (61.8%) earn less than $75,000 compared with 47.7% of all households in Florida. This is likely influenced by a higher concentration of retirees in Highlands County, some of whom are living on retirement income, reflecting a lower median for the household. Conversely, the State has higher shares of high-earning households.

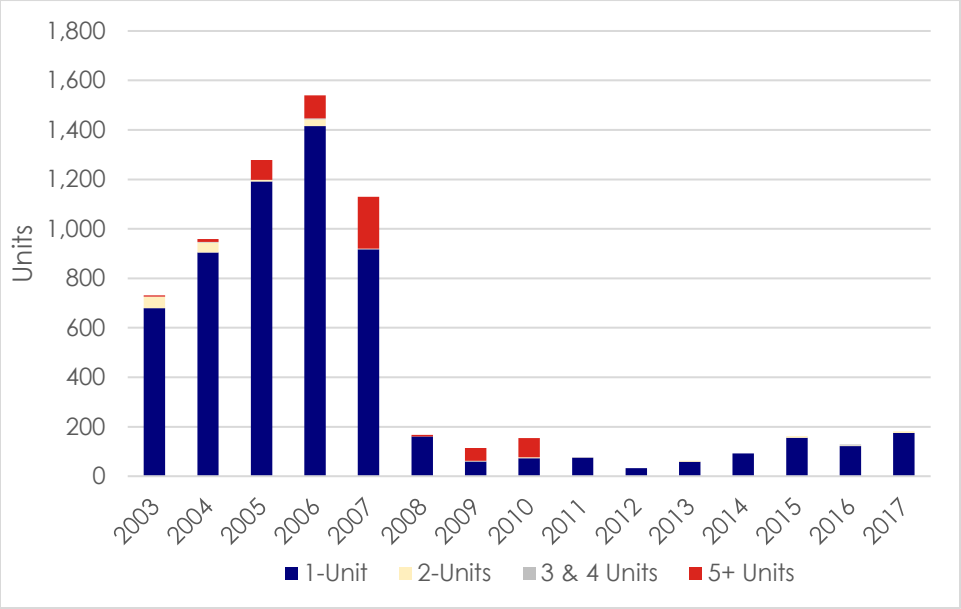
A standard benchmark for an appropriate level of spending on housing as a share of total income is typically 30%. In many markets the share is much higher. According to Zillow, residents in the Lakeland market, the closest reported geography to Highlands County, spent 17.2% of their income on owner-occupied housing (mortgages) and 29.8% on rent. Based on the median household income, a good target for housing expenditures in Highlands County would be approximately $950 to $1,000 per month.

3.3 Housing Units

3.3.1 Building Permits

Based on data from the US Census, 181 residential building permits were issued in Highlands County in 2017, the most recent year for which complete data is available (*Graph 6*). Although building permits have more than doubled since 2012, marking the annual period with the slowest activity since 2003, the region is performing well behind pre-Recession levels. Single-family units continue to comprise most of the permits issues; no permits for buildings with five or more units have been pulled since 2010 and only one permit for one building containing four units was issued during this time.

Graph 6: Residential Building Permit Trends, Highlands County, 2003-2017

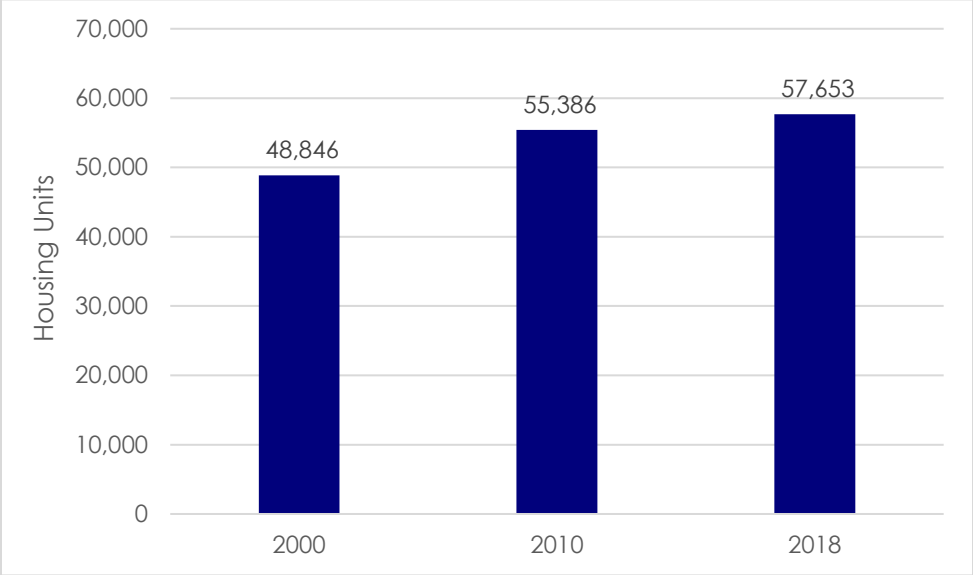


Source: US Census; Kimley-Horn

3.3.2 Housing Unit Characteristics

Highlands County had approximately 57,653 housing units in 2018 (*Graph 7*). Like population and household trends, the number of housing units added between 2010 and 2018 (4.1%) was approximately one-third of the growth exhibited between 2000 and 2010 (13.4%). This is reflective of a slow-down in development during and following the 2007-2009 Recession.

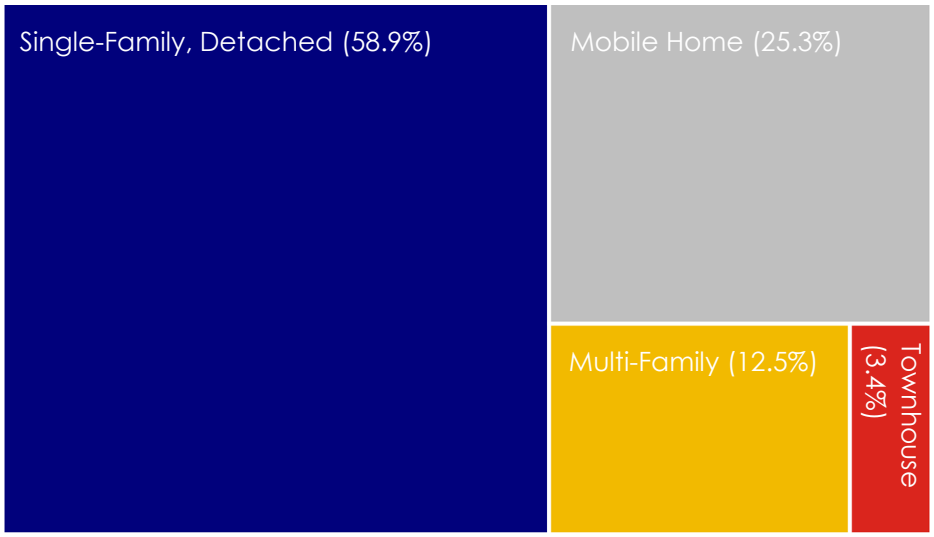
Graph 7: Household Units, Highlands County, 2000-2018



Source: ESRI; Kimley-Horn

As shown in *Graph* 8, single-family detached housing makes up the largest share by type in Highlands County, representing nearly 60% of all units. Multi-family product comprised 12.5% of the total inventory in 2016, up from 5.1% in 2000. The shares of single-family attached (townhouses) housing units and mobile homes experienced decreases between 2000 and 2016.

Graph 8: Housing Units by Type, Highlands County, 2016

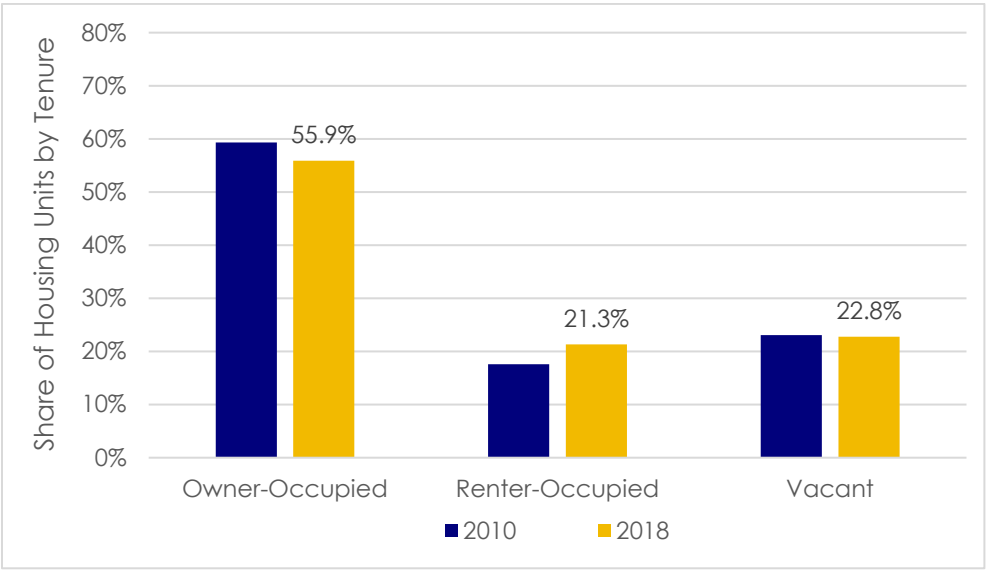


Source: ESRI; Kimley-Horn

3.3.3 Housing Unit Tenure

As shown in *Graph 9*, the County had a 2018 owner-occupied share of 55.9% and a renter-occupied share of 21.3%. The share of owner-occupied housing units declined slightly between 2010 and 2018, while renter-occupancy increased. The growth in renter-occupied units is consistent with national trends during and after the 2007-2009 Great Recession. Vacant housing units made up approximately 22.8% of the total inventory in 2018, a negligible decrease from 2010. The high housing unit vacancy rates in Highlands County are consistent with state-wide trends and are reflective of the significant second-home or seasonal market.

Graph 9: Comparison of Housing Unit Tenure, Highlands County, 2010-2018

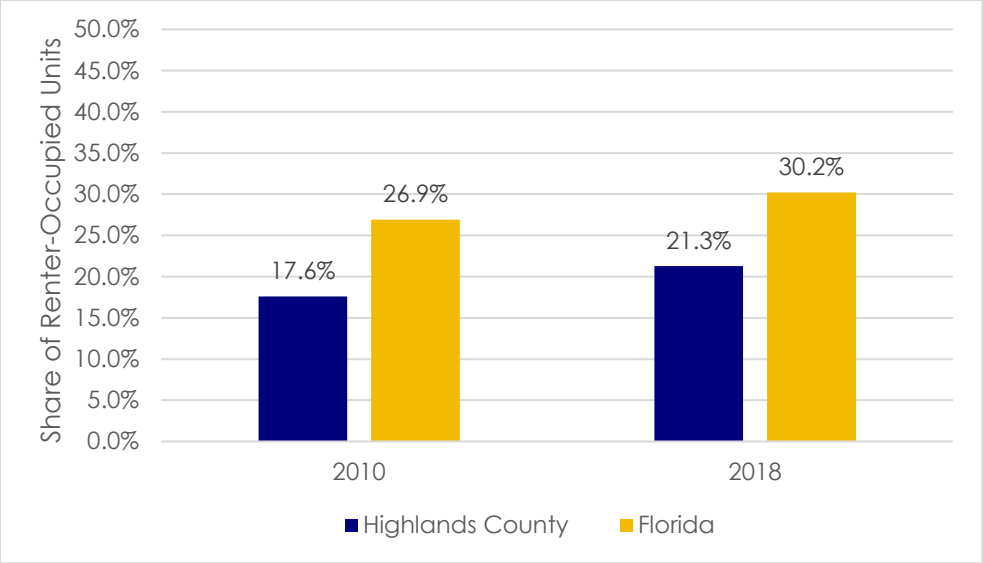


Source: ESRI; Kimley-Horn

Florida has a higher renter-occupied share than Highlands County, which is in a relatively rural part of the state (*Graph 10*). In 2018, the County's 21.3% renter-occupied share was 8.9% lower than Florida's share of 30.2%. Although the renter shares in each geography increased between

2010 and 2018, it is likely that they will remain constant in the near future. This is consistent with national trends showing a stabilization of renter-households over the next five years as the older segment of the Millennial generation enter the workforce and form new households. While Millennials have been slower to purchase housing than other generations, it is widely agreed that they will eventually seek homeownership.

Graph 10: Comparison of Renter-Occupied Housing Unit Tenure, 2018



Source: ESRI; Kimley-Horn

4. Multi-Family Market Performance

4.1 Current Rental Inventory

To develop an inventory of rental units within Highlands County, a review of 252 current and recent rental listings was performed. Market-rate rental units in both small- and medium-scale multi-family buildings, as well as investor-owned single-family units, were considered. Rental units in multi-family buildings are more prevalent than single-family rentals; however, a larger share of the single-family homes for rent are available to lease than the share of vacant apartments. This was affirmed by several stakeholders who mentioned that many of the County's apartment communities have waiting lists.

Overall, the average unit size for the market-rate inventory is 1,050 square feet. Single-family units were larger than the multi-family units on average, with averages of 1,254 square feet and 982 square feet, respectively. The aggregate monthly rental rate for the inventory is $927, or $0.93 per square foot. At $1,062, the monthly rate for single-family rentals is nearly 25% higher than for apartments ($860). Given the larger sized units, the average price per square foot is lower for single-family units ($0.87) than for units in multi-family buildings ($0.97).

4.2 Multi-Family Market Trends

To better understand historic multi-family trends in Highlands County, data from CoStar on the multi-family market was analyzed. It is important to note that this data encompasses all professionally-managed multi-family properties in the County, including market-rate, income-restricted, senior, and student housing. Typically, these communities would be over 25 units in size. While this data gives a high-level indication of the rental market in Highlands County, as noted in Section 4.1, many available renter units are in investor-owned single-family detached and attached units.

4.2.1 Net Absorption

Table 5 demonstrates that multi-family inventory has been stagnant the past five years with no new units delivered in the County. This trend is confirmed by residential building permit trends. The County averaged approximately five units of net absorption annually over the five-year period. Lacking the delivery of new supply, demand (net absorption) has been low with limited ability for new move-ins to occur. Stakeholders echoed this sentiment, noting that new employees relocating to Highlands County are often challenged in finding rental units.

Table 5: Net Change in Inventory and Net Absorption, Highlands County, 2014-2018

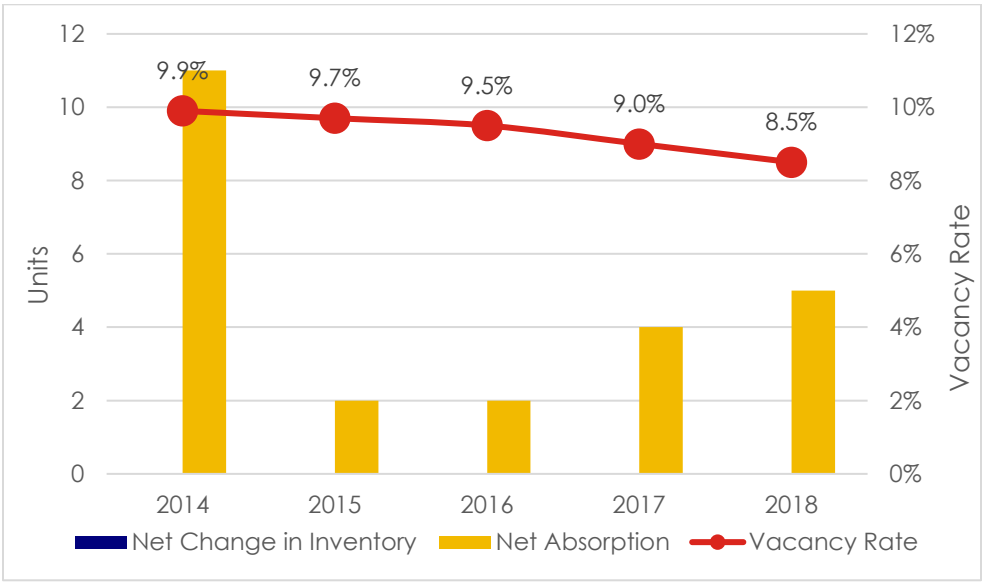
Year	Net Change in Inventory	Net Absorption	(Over)/ Under Supply
2014	0	11	11
2015	0	2	2
2016	0	2	2
2017	0	4	4
2018	0	5	5
Total	**0**	**24**	**24**
Ann. Avg.	**0**	**5**	**5**

Source: CoStar; Kimley-Horn

4.1.3 Vacancy Trends

Based on data from CoStar, the aggregate vacancy rate in the Highlands County multi-family market has consistently remained between 8.5% and 9.9% in the last five years (*Graph 11*). During this period, vacancy peaked at 9.9% in 2014, and has steadily declined in the years since to 8.5% in 2018. The industry-standard representing a healthy rental market is usually quoted at 7.0%. Markets with vacancy in this range can support the elasticity of rentals allowing for both inter- and intra-market moves.

Graph 11: Vacancy Rate Trends, Highlands County, 2014-2018



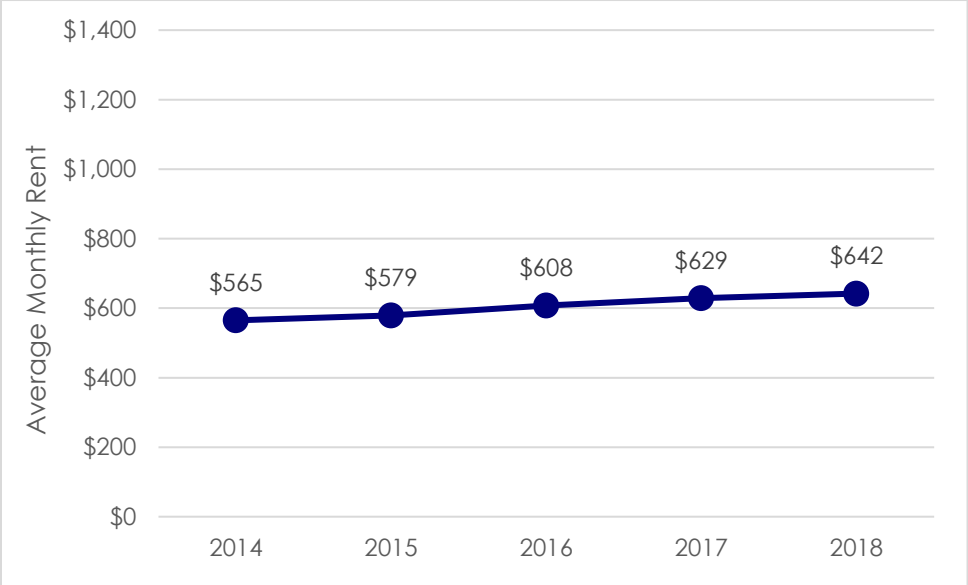
Source: CoStar; Kimley-Horn

The quoted vacancy rates from CoStar are not likely reflective of the actual rental market in Highlands County. Based on an inventory of available units, it is likely that the available product does not meet the needs of people relocating to the County. Particularly, CoStar's data points include units that are restricted by age, income, and student-status, which results in a higher overall vacancy rate not reflective of how market-rate product performs. As previously noted, availability in traditional multi-family communities is very low.

4.1.4 Rent Trends

Average monthly rent for multi-family housing units in Highlands County increased approximately 13.6% from $565 in 2014 to $642 in 2018 (*Graph 12*). These averages include affordable tax credit units where quoted rents are reduced based on the area median income. Annual monthly rent increases range from 2.1% in the one-year period between 2017 and 2018 to 5.0% between 2014 and 2015. No new product was introduced to into the market during this time, so price increases are influenced by low supply.

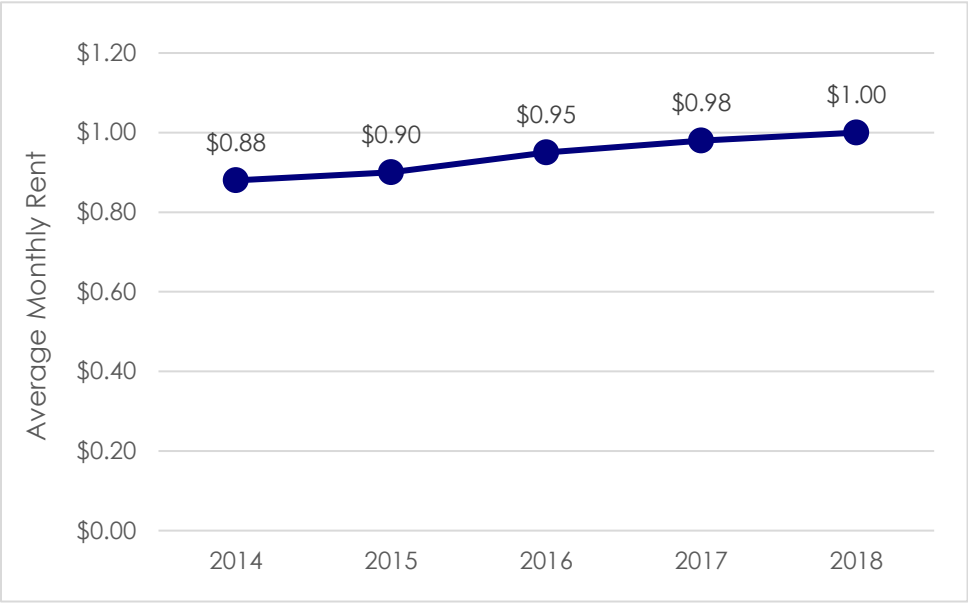
Graph 12: Average Monthly Rent Trends, Highlands County, 2014-2018



Source: CoStar; Kimley-Horn

Average rents per square foot in Highlands County also increased 13.6% between 2014 and 2018 (*Graph 13*). In 2018, the County's average rent per square foot reached $1.00 after steadily increasing from $0.88 in 2014.

Graph 13: Average Monthly Rent/Sq.Ft. Trend, Highlands County, 2014-2018



Source: CoStar; Kimley-Horn

5. New Apartment Developments

Since there has been no new commodity multi-family development in Highlands County in recent years, additional research was prepared on the Lakeland apartment market. Overall product, vacancy, and rent trends, specific to market-rate product, was compiled.

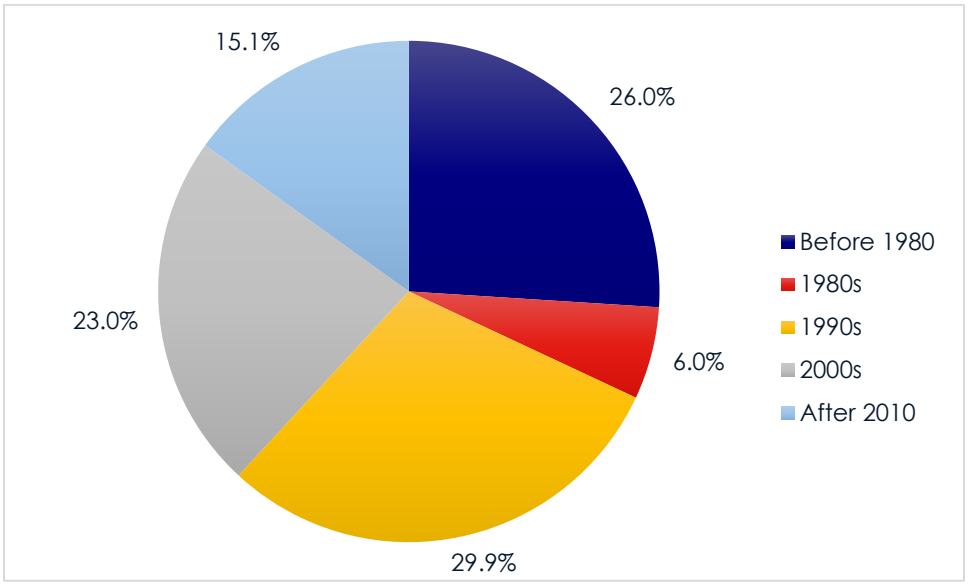
Additionally, three new apartment developments were selected and profiled. The three communities have been summarized to demonstrate how new product in a nearby market differs from the existing inventory. This information will be used to help set target rents for new development in Highland County.

5.1 Lakeland Market Overview

5.1 Apartment Inventory

The Lakeland apartment market, which is defined as Polk County, has nearly 8,200 market-rate apartments in professionally-managed communities. As shown in *Graph 14*, approximately 29.9% of the inventory was completed in the 1990s, making it the most active decade of activity. Over 1,200 units have been completed since 2010, comprising 15.1% of the total.

Graph 14: Apartment Inventory by Decade Completed, Lakeland Market, 2018

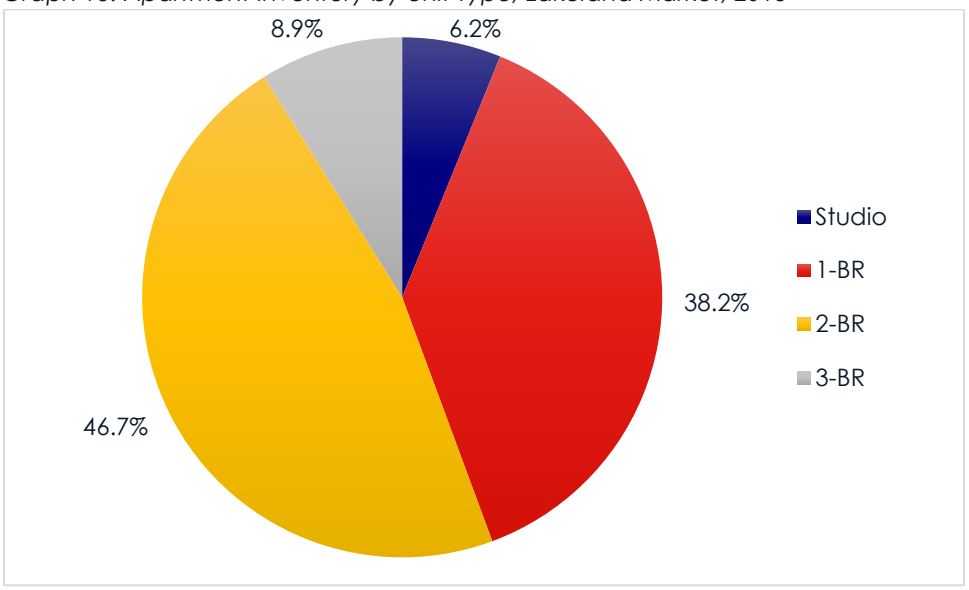


Source: REIS; Kimley-Horn

Class A product, defined as the most competitive, luxury units which are typically less than ten years old, comprises 41.7% of the total inventory in the Lakeland market. Older Class B/C product makes up the balance at 58.3%.

Two-bedroom units are the most common in the Lakeland market, comprising 46.7% of the total. One-bedrooms make up the next highest share at 38.2% (*Graph 15*). Nationally, the newest communities have experienced a shift towards smaller floorplans, reflective of the Millennial's influence in apartment product. This phenomenon is not universal, however, with market demographics playing a major role in determining successful unit mixes.

Graph 15: Apartment Inventory by Unit Type, Lakeland Market, 2018

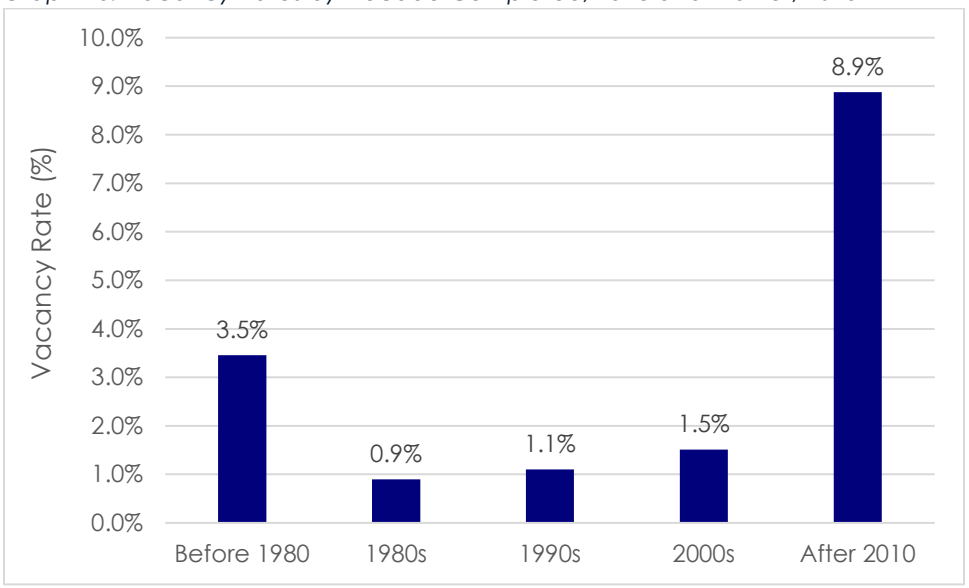


Source: REIS; Kimley-Horn

5.1.2 Vacancy Rate

The market-rate vacanacy rate in Lakeland is estimated at 3.0%, represnting a very tight market with limited inventory to accommodate new relocations or households seeking an upgrade. This measure is well below the industry-standard 7.0% benchmark. By decade completed, units completed in the 1980s, 1990s, and 2000s all have vacancy rates less than 2.0% (*Graph 16*). Newer communities, which represents both those stabilized and in lease-up, have a higher vacancy rate of 8.9% as apartments get absorbed.

Graph 16: Vacancy Rates by Decade Completed, Lakeland Market, 2018

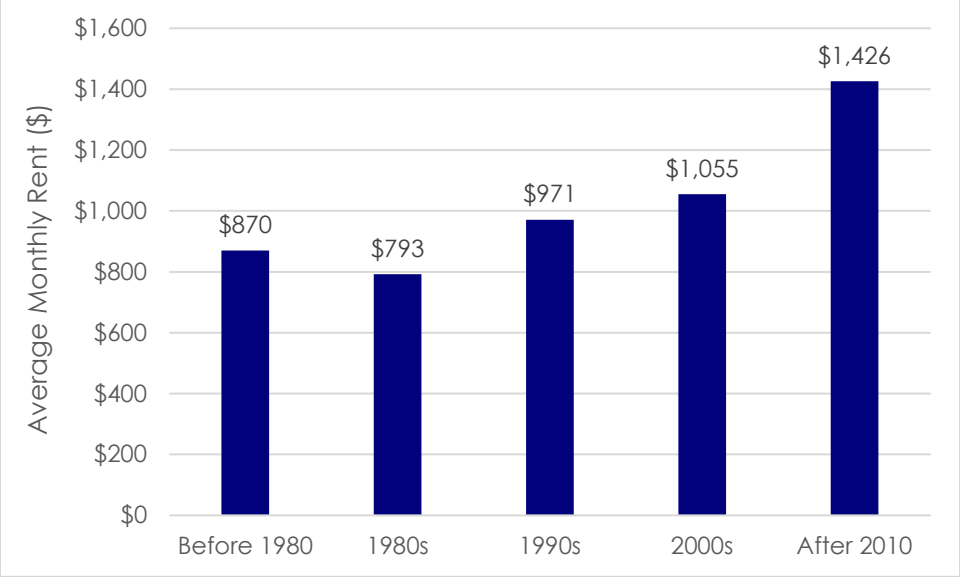


Source: REIS; Kimley-Horn

5.1.3 Average Rents

The aggregate average rent in the Lakeland apartment market was $1,022 per month at year's end 2018. As shown in *Graph 17*, the newest units, completed since 2010, have the highest average monthly rent at $1,426. Older units range from $870 per month for units completed before 1980 to $1,055 for those built in the 2000s.

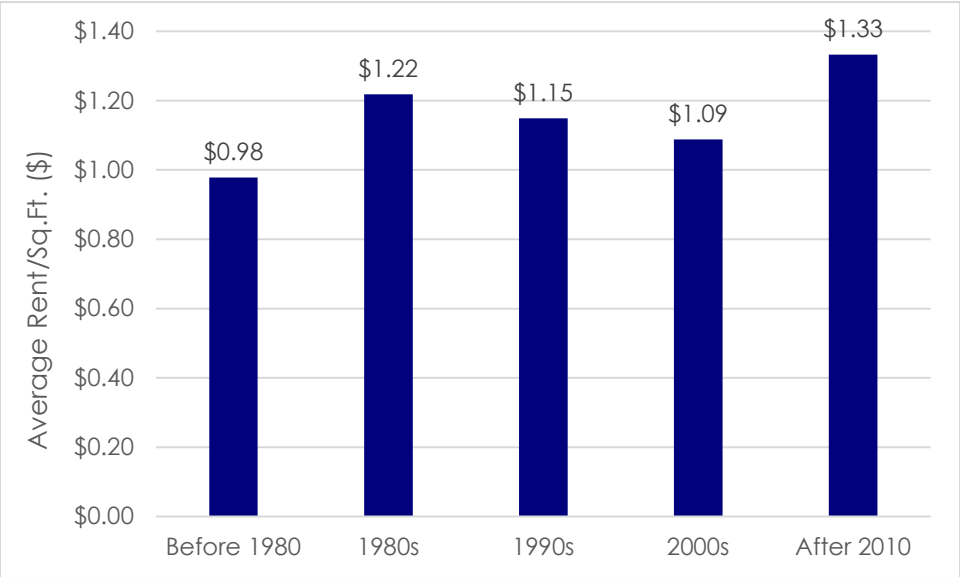
Graph 17: Monthly Rent by Decade Completed, Lakeland Market, 2018



Source: REIS; Kimley-Horn

Average rents per square foot for apartments in the Lakeland market follow a similar pattern, with the newest communities commanding the highest rent at $1.33 (*Graph 18*). Communities completed in the 1980s have the second highest average rent per square foot at $1.22. This is directly reflective of the average unit size for properties built in the 1980s, which have the smallest size of any decade at 651 square feet on average.

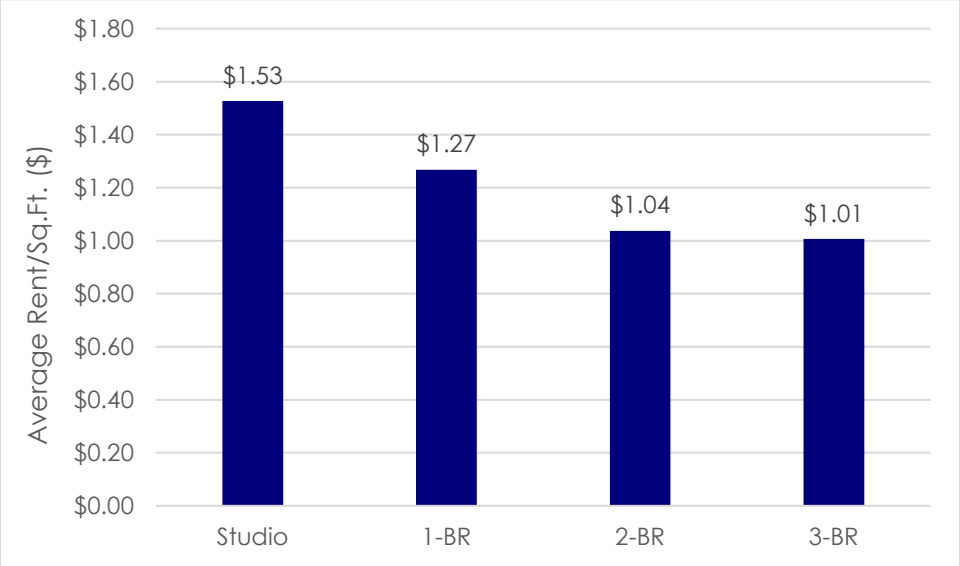
Graph 18: Rent/Sq.Ft. by Decade Completed, Lakeland Market, 2018



Source: REIS; Kimley-Horn

With the smallest average size, studio units have the highest aggregate rent per square foot of $1.53 when compared to other floorplans (*Graph 19*). One-bedrooms average $1.27, and larger two- and three-bedroom units have rents of $1.04 and $1.01, respectively.

Graph 19: Rent/Sq.Ft. by Unit Type, Lakeland Market, 2018



Source: REIS; Kimley-Horn

5.2 Out-of-Market New Construction Projects

5.2.1 Ariva Apartments, Lakeland

Located in southeastern Lakeland, near Highland City, Century Ariva is a Class A apartment community built in 2017. The project is adjacent to a Publix-anchored shopping center, with access to Clubhouse Road and Bartow Road (Highway 98 South). As shown in *Table 6*, the 312-unit community offers one-, two-, and three-bedroom floorplans. The average 1,083-square-foot unit currently rents for $1,419 per month, or $1.35 per square foot.

Table 6: Unit Mix and Rents, Ariva Apartments, 2019

Unit Type	Total Units	Unit Size (Sq.Ft.)	Monthly Rent	Rent/ Sq.Ft.
1BR/1BA	114	776	$1,251	$1.61
2BR/2BA	174	1,243	$1,501	$1.21
3BR/3BA	24	1,379	$1,624	$1.18
Total/Avg.	**312**	**1,083**	**$1,419**	**$1.35**

Source: REIS; Kimley-Horn

The apartments feature high ceilings, ceiling fans, and a patio or balcony. Kitchens have black appliances, granite countertops, and built-in microwaves. Flooring materials include carpeting and faux hardwood. The base monthly rent includes a washer and dryer in every unit.

This community offers an extensive list of amenities: swimming pool, club house, fitness center, business center, theater/media room, and valet waste removal. Other outdoor amenities include grilling stations, lounge areas, a one-mile jogging path, playground, and a dog park. A surface lot is provided for resident parking.

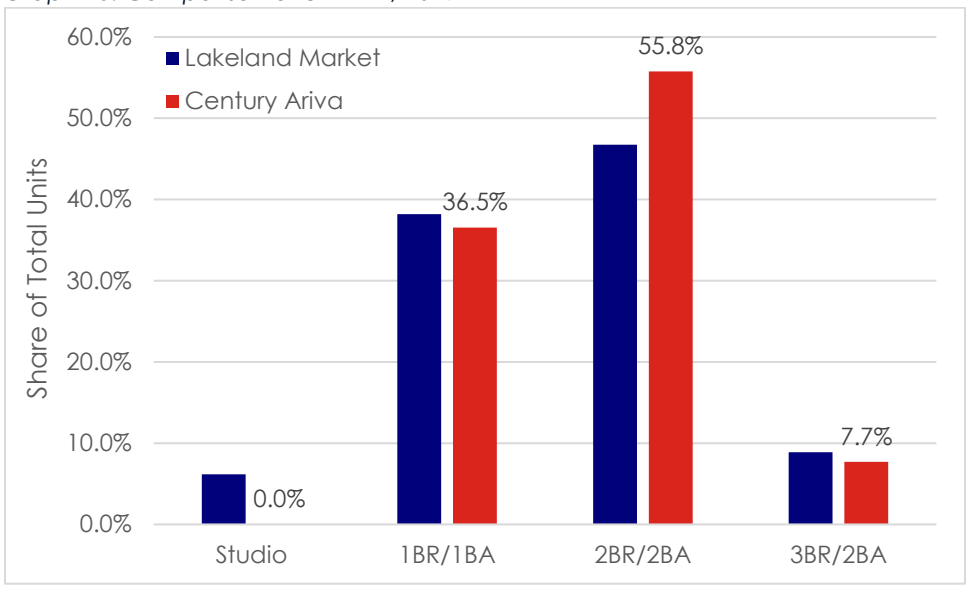
Figure 7: Century Ariva Apartments, Lakeland, FL





When compared to the larger Lakeland apartment market, Ariva has a similar unit mix. The community has a 55.8% share of two-bedroom units, a 36.5% share of one-bedrooms, and a 7.7% share of three-bedrooms (*Graph 20*).

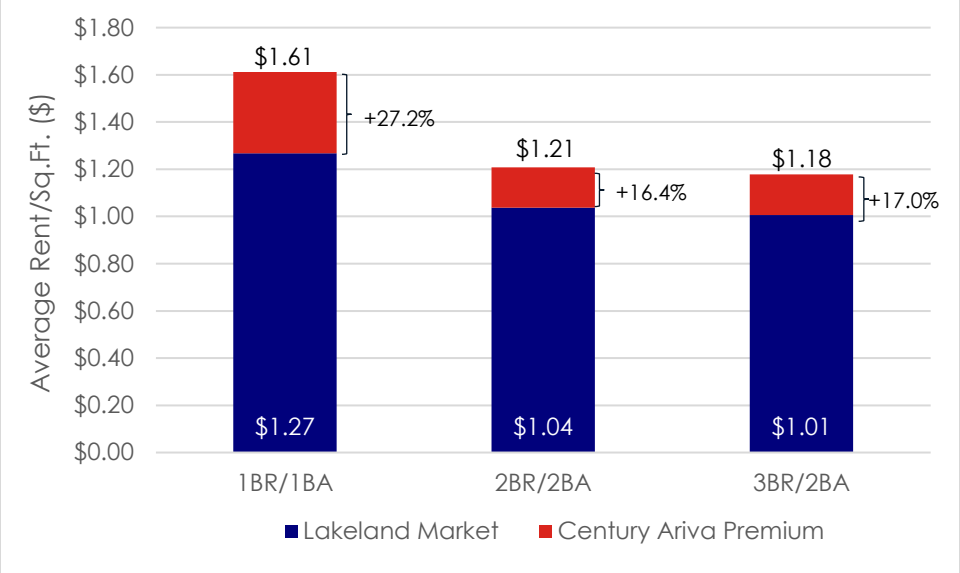
Graph 20: Comparison of Unit Mix, 2019



Source: REIS; Kimley-Horn

On average, quoted rents at Ariva represent a 20% premium over the Lakeland market. The one-bedroom floorplan represents the largest premium over existing inventory at 27.2%. Two- and three-bedroom units have similar premiums at 16.4% and 17.0% respectively (*Graph 21*).

Graph 21: Rent/Square Foot Premiums, Century Ariva, 2019



Source: REIS; Kimley-Horn

5.2.2 Legacy Union Square, Davenport

Legacy Union Square is a 318-unit market-rate apartment community located in Davenport in Polk County. Situated between Lakeland and Orlando, Davenport has experienced strong growth in recent years. Davenport captures momentum from the Orlando market, coupled with lower development costs and strong quality of life metrics. Two new market-rate apartment projects have come online in the last year in Davenport, including Legacy Union Square.

Legacy Union Square contains 318 one-, two-, and three-bedroom units with an average floorplan size of 1,143 square feet (*Table 7*). Floorplan averages range from 847 for one-bedrooms to 1,515 for three-bedrooms. The community has a Walk Score of 25, which is considered car dependent, as most errands will require a vehicle.

Table 7: Unit Mix and Rents, Legacy Union Square, 2019

Unit Type	Total Units	Unit Size (Sq.Ft.)	Monthly Rent	Rent/ Sq.Ft.
1BR/1BA	110	847	$1,325	$1.56
2BR/2BA	164	1,241	$1,455	$1.17
3BR/3BA	44	1,515	$1,805	$1.19
Total/Avg.	**318**	**1,143**	**$1,458**	**$1.31**

Source: REIS; Kimley-Horn

Legacy Union Square is a Class A community, developed by GCI Residential out of Cleveland, Ohio. The apartments feature high ceilings, ceiling fans, and a patio or balcony. Kitchens have stainless steel appliances, quartz countertops, and built-in microwaves. Flooring materials include carpeting and faux hardwood. The base monthly rent includes a washer and dryer in every unit.

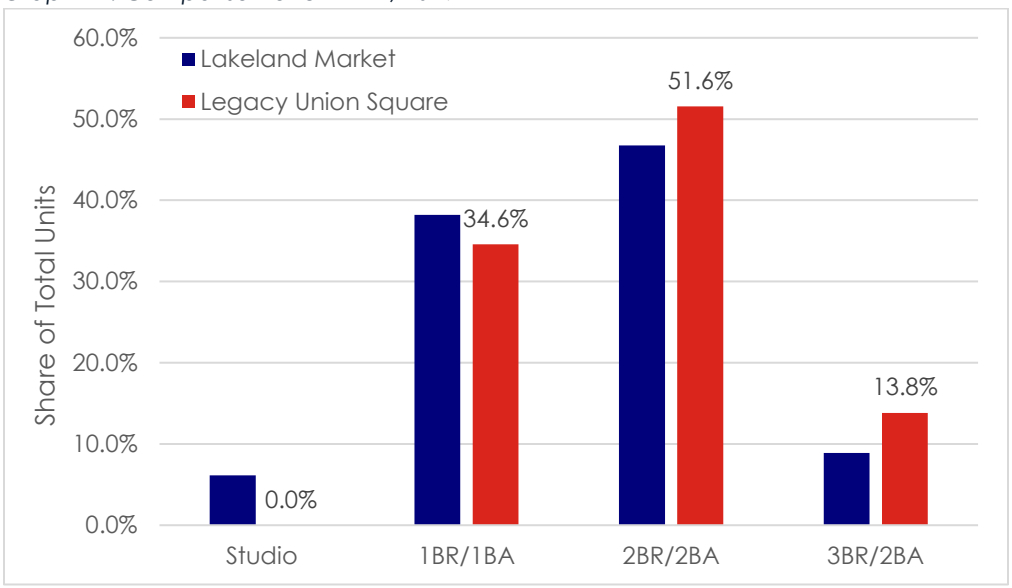
Amenities are elevated when compared to existing inventory in Lakeland, and include a swimming pool, club house, fitness center, business center, and theater/media room. Other outdoor amenities include grilling stations, lounge areas, playground, and a dog park. A surface lot is provided for resident parking.

Figure 8: Legacy Union Square, Davenport, FL



Legacy Union Square has a similar unit mix to Ariva in Lakeland, as well as to the overall market. As shown in *Graph 22*, Legacy Union Square does not include any studio units, but offers larger floorplans. Two-bedrooms comprise the largest share of the total community inventory at 51.6%, followed by one-bedrooms (34.6%) and three-bedrooms (13.8%).

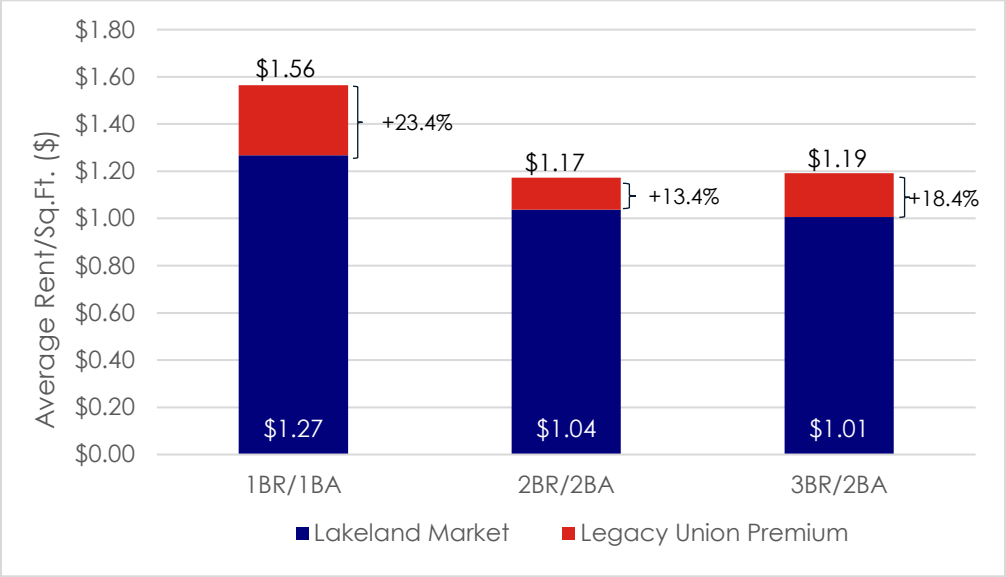
Graph 22: Comparison of Unit Mix, 2019



Source: REIS; Kimley-Horn

The average 1,143-square-foot unit at Legacy Union Square rents for $1,458 per month, or $1.31 per square foot. The average rent per square foot reported at Legacy Union Square represents a 17.0% premium over the $1.12 per square foot measure for the larger Lakeland market. As shown in *Graph 23*, one-bedroom floorplans command the largest premium over the surrounding market at 23.4%. Two- and three-bedroom units have premiums of 13.4% and 18.4%, respectively.

Graph 23: Rent/Square Foot Premiums, Legacy Union Square, 2019



Source: REIS; Kimley-Horn

5.2.3 NoBay Village, Lakeland

NoBay Village is a 55-unit community that was built in 2016. Located in the heart of downtown Lakeland, residents can easily walk to a variety of retail, restaurant, and cultural offerings. The Walk Score of NoBay Village is 75, which is considered very pedestrian friendly. NoBay Village is the first new construction residential project in downtown Lakeland in a decade. This property offers one- and two-bedroom floorplans with an average unit size of 950 square feet (*Table 8*). The project also has ground-level retail.

Table 8: Unit Mix and Rents, NoBay Village, 2019

Unit Type	Total Units	Unit Size (Sq.Ft.)	Monthly Rent	Rent/ Sq.Ft.
1BR/1BA	22	545	$1,037	$1.90
2BR/2BA	33	1,220	$1,525	$1.25
Total/Avg.	**55**	**950**	**$1,330**	**$1.51**

Source: REIS; Kimley-Horn

NoBay represents initiatives by the City of Lakeland to attract residential to the downtown area to build a day-to-night urban environment. In order to incentivize this project, the downtown CRA gave the developer (Broadway) $400,000 through its incentives programs. The project is built on top of what was once a large public parking lot. The utility department also spent over $600,000 upgrading infrastructure and burying power lines.

The apartments feature high ceilings with ceiling fans. The kitchens include stainless steel appliances, a dishwasher, solid-surface countertops, and a built-in microwave. Washer and dryer connections are provided in all units; individual units can be leased for $30-50 per month. The flooring is faux-hardwood in the living areas and carpet in the bedroom.

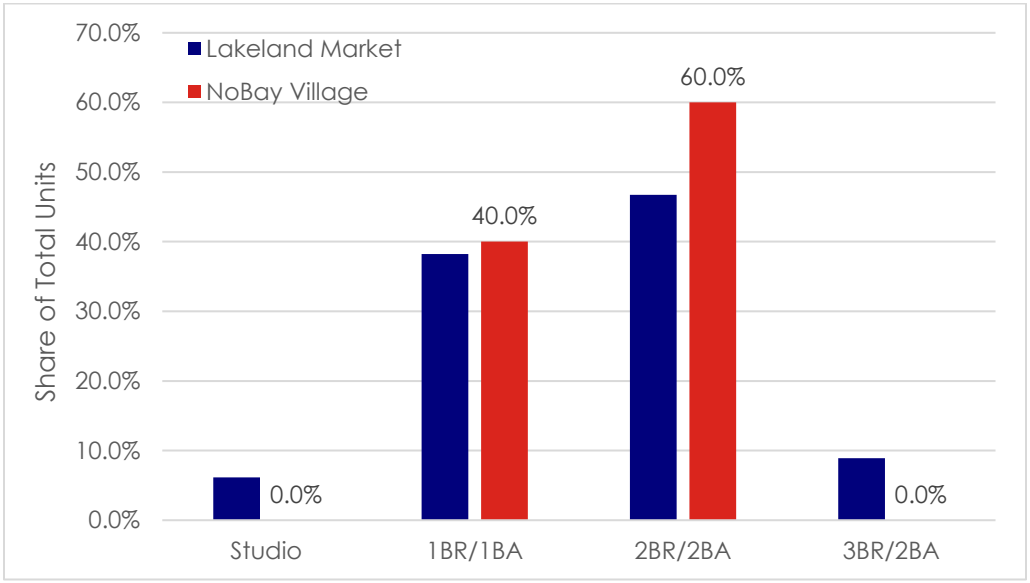
Community amenities are minimal at NoBay Village, focusing on the tenant's accessibility to shopping and dining in downtown; there is an elevator and controlled access for the residential stories. Surface lot parking is available at no additional cost to residents. The project also includes several outdoor living/entertaining spaces reserved for residents.



Figure 9: NoBay Village, Lakeland, FL

NoBay Village offers only one- and two-bedroom floorplans. As shown in *Graph 24*, 40.0% of the units at NoBay Village are one-bedrooms and the remaining 60.0% are two-bedrooms. Two-bedroom units are townhouse style with living areas on multiple floors.

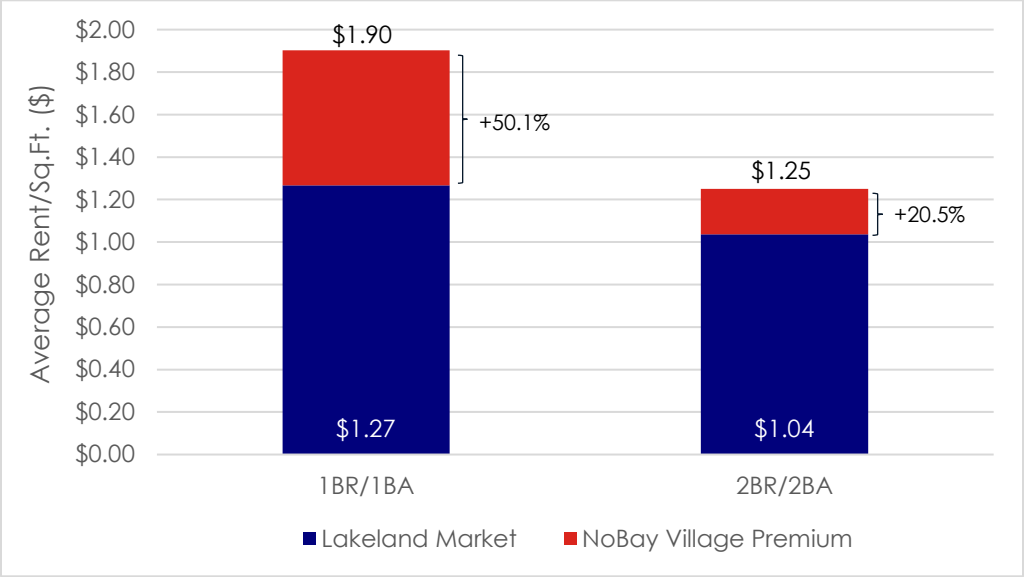
Graph 24: Comparison of Unit Mix, 2019



Source: REIS; Kimley-Horn

The average 950-square-foot unit at Legacy Union Square rents for $1,330 per month, or $1.51 per square foot. The average rent per square foot reported at NoBay Village represents a 34.8% premium over the $1.12 per square foot measure for the larger Lakeland market. As shown in *Graph 25*, one-bedroom floorplans command the largest premium over the surrounding market at over 50%. Two-bedroom units have a 20.5% premium over the market.

Graph 25: Rent/Square Foot Premiums, NoBay Village, 2019

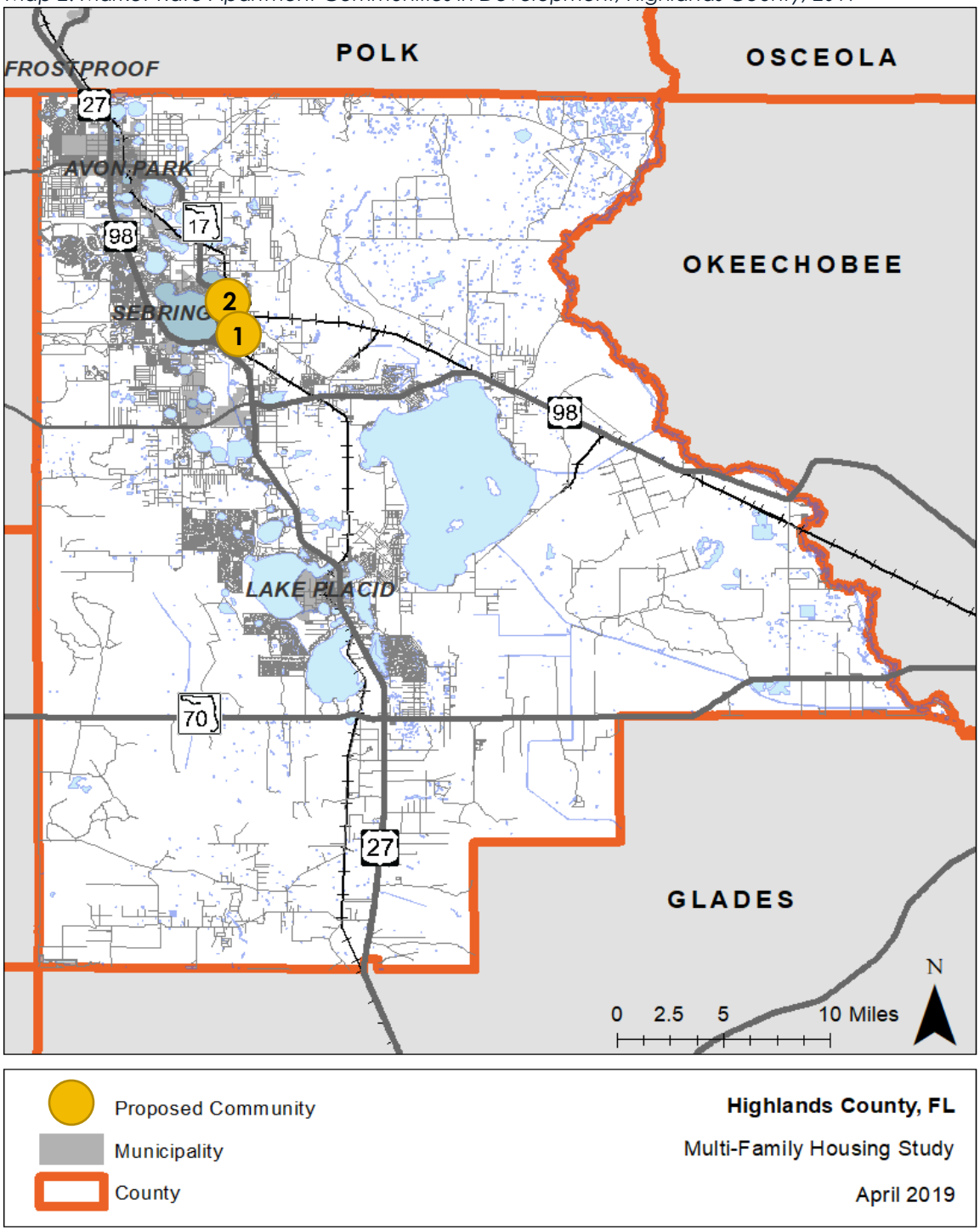


Source: REIS; Kimley-Horn

6. Development Activity

This section identifies market-rate apartment communities that are either under construction or proposed in Highlands County. No projects under construction were identified, and the two known proposed communities are shown on *Map 3*. A key is provided in *Table 9*.

Map 2: Market-Rate Apartment Communities in Development, Highlands County, 2019



Source: Kimley-Horn

6.1 Projects Under Construction

Based on feedback from Highlands County and a review of third-party data and local media sources, there are no market-rate apartments currently under construction in the County.

6.2 Proposed Projects

Proposed projects are defined as having approved entitlement or an active rezoning/site plan application. As shown in *Table 9*, there are currently two market-rate apartment communities containing an estimated total of 66 units proposed in Highlands County. Both properties are renovations of historic hotels located on North Ridgewood Drive in downtown Sebring. They are owned by the same developer.

Table 9: Proposed Apartment Communities, Highlands County, 2019

Map Key	Community	Location	Units	Expected Start
1	Nan-Cess-O-Wee	139 N Ridgewood Dr	25	2019
2	Santa Rosa	509 N Ridgewood Dr	41	2020
Total			**66**	

Source: Highlands County; Kimley-Horn

Nan-Cess-O-Wee Hotel. This 60-room historic hotel, which was built in 1923, has been closed since 2004 and is currently vacant. Occupying a central location along a main road, the restoration and activation of this site would provide a boost to downtown Sebring and the CRA. The developer purchased the 3-story, 31,575-square-foot building in 2015 and has actively been pursuing financing and support for its conversion to a mixed-use multi-family community. Construction is expected to start in mid-2019 and last for approximately 12 months.

Figure 6: Nan-Cess-O-Wee Hotel



The historic character of the building façade must be maintained, while the interior will undergo extensive renovation. Currently, the building is planned to contain 25 modern apartments and up to four ground-floor retail spaces. The apartments will be one- and two-bedroom units and will feature granite countertops and stainless-steel appliances. Planned community amenities

include key fob entry, video surveillance, fitness center, and a community area with Wi-Fi. The CRA must approve the final design.

The CRA has promised $450,000 to assist with renovations, contingent on the developer securing adequate financing. If successful, this renovation will be the largest project the CRA has seen and the first residential units completed in downtown in recent history. The City of Sebring has agreed to a 40-year lease with the developer for a portion of a parking lot behind the Nan-Cess-O-Wee to provide sufficient parking for the apartments; the developer will also construct additional parking spaces on the hotel property.

Santa Rosa Hotel. This historic former hotel was also built in 1923. Current plans call for the conversion to 41 apartments. The same developer hopes to begin construction on the Santa Rosa after construction on the Nan-Cess-O-Wee begins in 2019. This analysis assumes a 2020 start date.

The former hotel contains 23 rooms, an owner's suite, and café. The building had been renovated in 1987 and in operation until 2005 when extensive hurricane damage caused the hotel to close permanently.



Figure 7: Santa Rosa Hotel

6.3 Development Timeline

The two known multi-family projects proposed in Highlands County are expected to deliver a combined 66 new units with modern amenities in the next two to three years. These communities represent the first new market-rate multi-family development in the County in recent history. Although primary research was conducted to identify all existing and proposed development in the County, additional unannounced projects could emerge. Proposed projects profiled in this analysis could also fail to move forward for various reasons, including a lack of financing.

This housing study and implementation of its recommendations are anticipated to set the stage for stimulating construction of new apartment communities over the next ten years. Several sites in the County are being actively marketed for multi-family development, most of which are in the northern half of the County near the Avon Park and Sebring. These areas are expected to attract growth first due to their proximity to jobs, including the Nucor steel mill, and utility infrastructure. The northern part of the County was also identified as the most desirable for market-rate multi-family investment during interviews with local stakeholders.

7. Supply and Demand Forecast

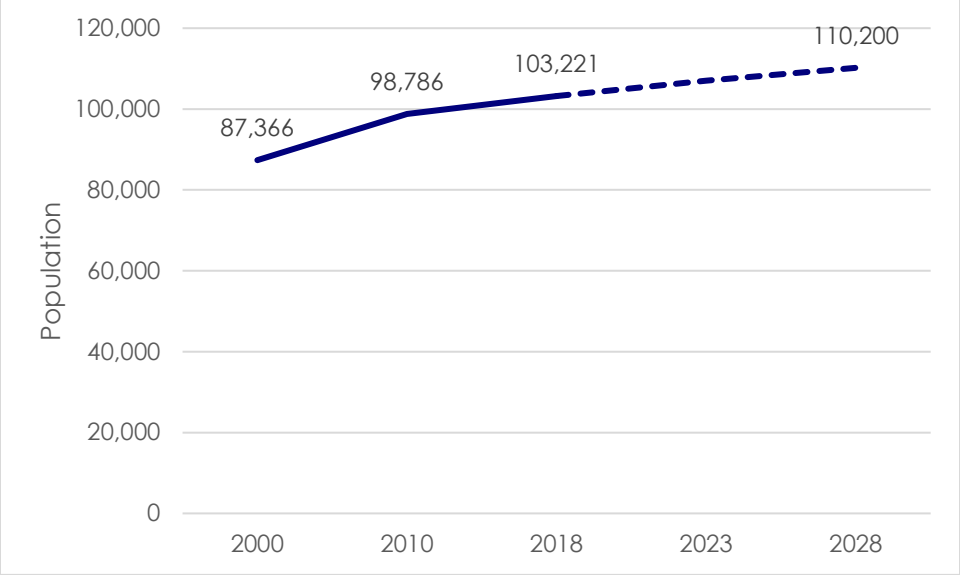
This section reconciles the potential new supply for market-rate multi-family with a net demand forecast for Highlands County. The forecast can be used to determine future demand in the County for apartments in the future and how the delivery of new units could impact the overall health of the market.

Currently, vacancy rates for market-rate multi-family units are assumed to be approximately 3%-5%. This is lower than the aggregate rate for Highlands County reported by CoStar, which also included income- and age-restricted units. The assumed measure is consistent with a review of existing inventory, feedback from stakeholders, and performance in neighboring Polk County.

7.1 Population and Household Forecasts

As shown in *Graph 26*, the population in Highlands County is expected to increase 6.8% over the next ten years, reaching approximately 110,200 residents by 2028. This equates to an increase of nearly 7,000 residents. The forecast is based on a review of several third-party demographic sources including ESRI Business Analyst Online, Bureau of Economic and Business Research, and Woods & Poole.

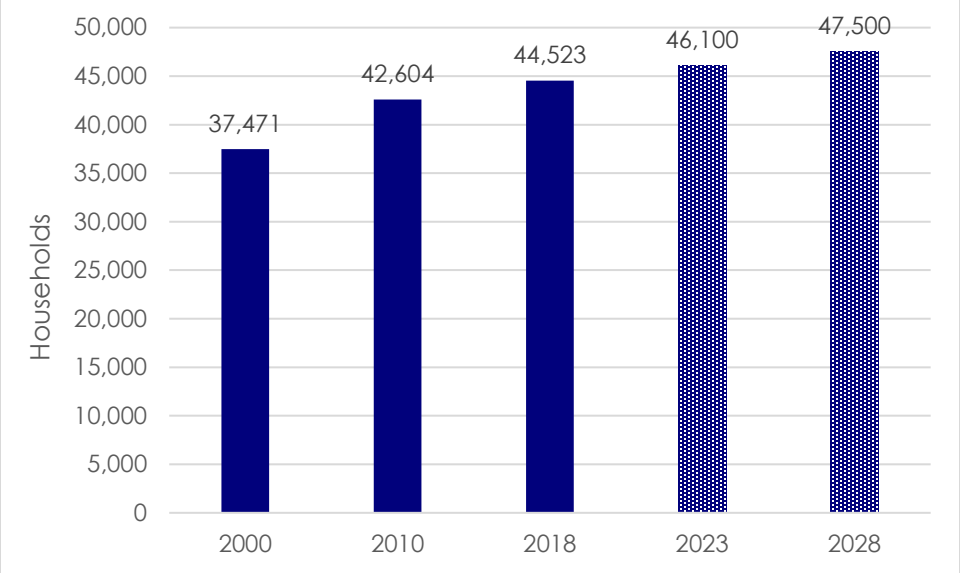
Graph 26: Population Forecast, Highlands County, 2018-2028



Source: Kimley-Horn; ESRI; BEBR; Woods & Poole

The average household size in Highlands County has remained relatively consistent since 2000 at approximately 2.32 persons. This analysis continues to hold the measure through 2028. Based on this assumption, the County could reach an estimated 47,500 households by 2028, an increase of nearly 3,000 over the next ten years (*Graph 27*).

Graph 27: Household Forecast, Highlands County, 2018-2028



Source: Kimley-Horn; ESRI; BEBR; Woods & Poole

7.2 Apartment Demand Forecast

Apartment demand has been forecasted by analyzing forecasted household growth in Highlands County between 2018 and 2028. As previously noted, Highlands County is forecasted to add nearly 3,000 new households over the next ten years, a growth rate of 6.7%. Household growth is demonstrated in the model below as item 'a'.

FORECASTED HOUSEHOLD GROWTH		
		Households
2018 (Estimate)		44,523
2028 (Projection)		47,500
a. Ten-Year Net Change in Households		**2,977**
RENTAL HOUSING DEMAND		
Share Renter-Occupied Households	23.0%	
b. Ten-Year Net New Rental Demand		**685**
NEW SUPPLY		
Total New Pipeline Supply (2019-2028)	66	
Stabilized Occupancy Rate	93.0%	
c. Planned Additions to Supply		**61**
d. Excess Demand for Rental Housing (c-b)		**623**

Source: Kimley-Horn

The 2010 U.S. Census reported a 22.9% renter share in the County. It should be noted that this analysis relies on the measure for household tenure, which excludes vacant housing units. As shown in the model above, to provide a conservative demand forecast, this analysis uses a similar 23.0% renter household share for the 2018-2023 growth increment for Highlands County.

Applying the 23.0% share to forecasted household growth indicates that approximately 685 rental units could be supported in the County over the next five years (b).

The model then takes into consideration the known new supply that is expected to enter the market. Only two market-rate projects were identified in the development pipeline, two small historic renovation projects in downtown Sebring totaling 66 units. At a stabilized occupancy rate of 93.0%, this equates to 61 units that would capture future projected demand (c).

Subtracting the planned additions to supply from the ten-year net new rental demand equates to excess need of 623 multi-family units (d). Assuming a standard size of 150 to 250 units, which is typical of modern apartment communities, this equates to three to four new projects in the next ten years.

It should be noted that this demand forecast represents a highly conservative view of future need. The following factors were not specifically incorporated into the model, and would only serve to bolster the final demand projection:

- Units removed from housing stock. This analysis does not specifically take into consideration apartments that no longer meet the needs of residents, require significant upgrades, have been permanently abandoned, or are lost from natural disaster. Measures identified through the Components of Inventory Change (CINCH) report can be used to determine changes in housing stock, including loss in supply. The most recent version of this inventory is dated 2011-2013. Annual loss rates in Highlands County at approximately 0.30%. Applying these rates to the existing housing stock could result in an estimated loss of 1,750 housing units over the ten-year analysis period. If they are lost at a similar share of current occupancy, this would equate to approximately 400 rental units replaced over the next ten years.
- Pent up demand. The vacancy rate in Highlands County is estimated at approximately 3.0%. This analysis assumes that a 7.0% vacancy rate represents a healthy, or fluid, market, meaning that there are quality units available to support inter- and intra-market moves. In order to bring the current vacancy rate up to the stabilized target, an additional 150 units would need to be leased. This measure can be used to represent the pent-up demand created by new residents seeking to live in Highlands County, but due to the lack of quality rental housing options, live elsewhere.

8. Rent Targets

Rent targets for new multi-family construction in Highlands County consider existing inventory, both in traditional apartment communities and single-family investor properties, as well as benchmarks from neighboring Polk County. Lacking a defined project, this section provides ranges based on common unit sizes and surrounding property performance. More specific recommendations are provided for a test project in the next section.

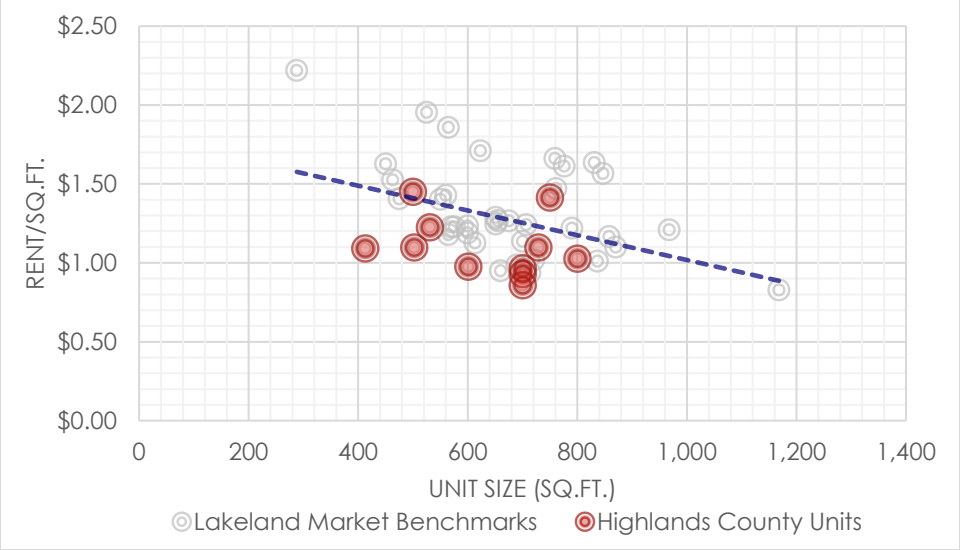
Tenants focus on monthly rents when choosing an apartment, whereas developers rely on rent per square foot as the preferred performance measure. This analysis considers both perspectives in estimating the supportable rents.

8.1 One-Bedrooms

Graph 28 demonstrates a scatter plot comparing unit size to effective rents per square foot for exiting inventory in Highlands County and the Lakeland market. One-bedrooms are attractive to young, single professionals and older lifestyle renters that have downsized from their family homes. The most common one-bedroom unit sizes are between 500 and 800 square feet. Smaller units would be attractive to renters that are willing to trade space for price sensitive housing options.

Using the trend line as guidance, new construction one-bedroom units in Highlands County are expected to command rents between $750 and $900 per month, depending on size. This equates to roughly $1.20 to $1.40 per square foot. These rent targets also consider the premiums achieved over existing product by the three new construction comparable communities in Polk County.

Graph 28: One-Bedroom Regression, Highlands County, 2019



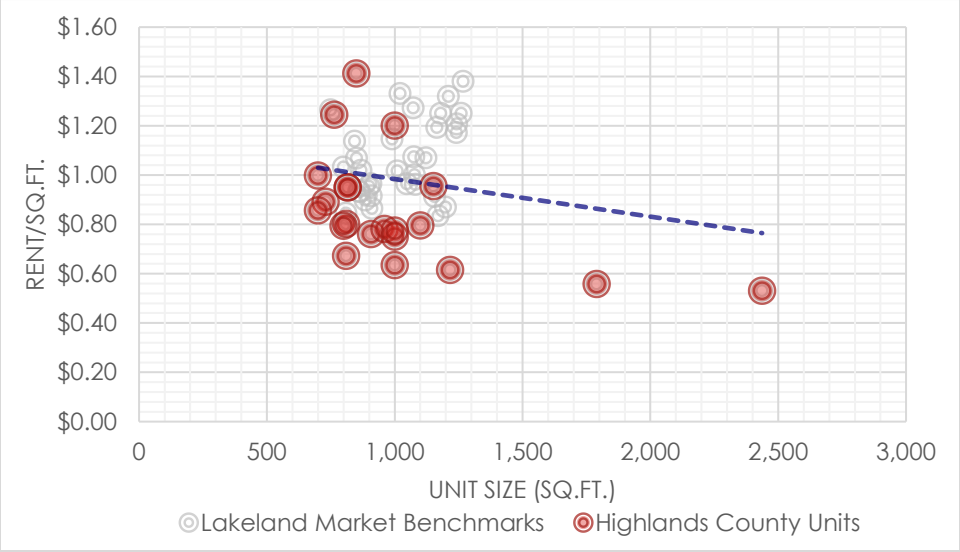
Source: Kimley-Horn; REIS; CoStar

8.2 Two-Bedrooms

Two-bedroom floorplans are attractive to singles seeking an extra bedroom or home office, couples, both young and old, and roommates. Existing two-bedroom units are most commonly

sized between 900 and 1,100 square feet. Based on these common ranges, lease rate targets for new construction in Highlands County could range from $950 to 1,100 per month, or $0.90 to $1.10 per square foot (*Graph 29*).

Graph 29: Two-Bedroom Regression, Highlands County, 2019

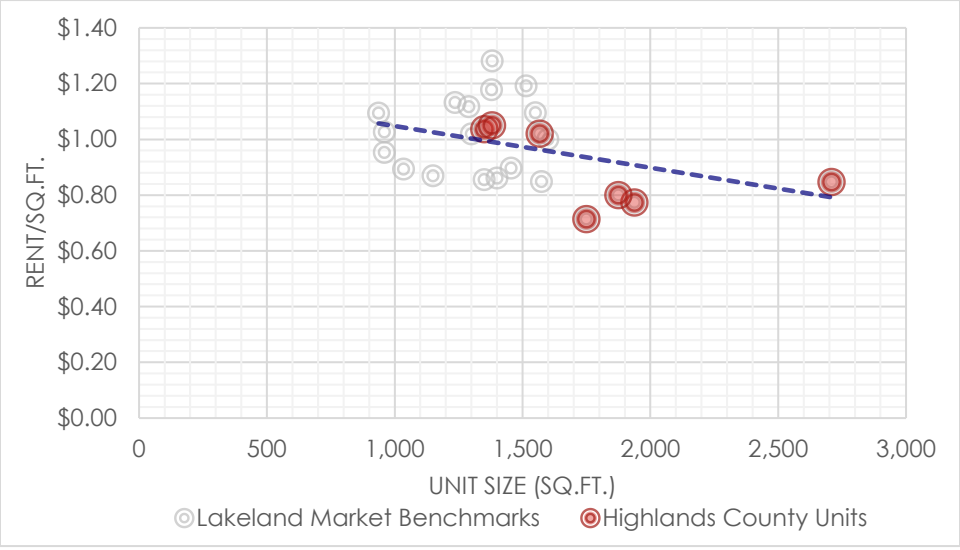


Source: Kimley-Horn; REIS; CoStar

8.3 Three-Bedrooms

Three-bedroom apartments in Highlands County will be attractive to families and roommates, as well as couples seeking more space. As shown in *Graph 30*, existing three-bedroom units are commonly between 1,200 and 1,500 square feet. This floorplan has notable variation as it is influenced by the presence of single-family investor homes, which tend to be larger than traditional apartment floorplans. Target rents for new three-bedroom units in Highland County would be $1,200 to $1,300 per month, or $0.80 to $1.00 per square foot.

Graph 30: Three-Bedroom Regression, Highlands County, 2019



Source: Kimley-Horn; REIS; CoStar

9. Strategies and Recommendations

9.1 Financial Considerations

9.1.1 Test Project Definition

One of the primary purposes of this project is to test the financial viability to attract market-rate multi-family projects that are affordable to residents but meet return goals of developers. As part of the investigation of financial considerations to multi-family development, a test project was created for input into a pro forma. As a baseline, the test project considers the current density policy of approximately 12 units per acre for multi-family projects. The scenario assumes 160 units constructed on a 13.5-acre property.

As pro forma model inputs, a unit mix was defined to determine gross revenue potential for the 160-unit project. The unit mix, sizes, and rents are based on existing inventory in Highlands County, high-level performance in Polk County, and established premiums for new construction. As shown in *Table 10*, the average 903-square-foot unit would rent for $1,054 per month or $1.17 per square foot.

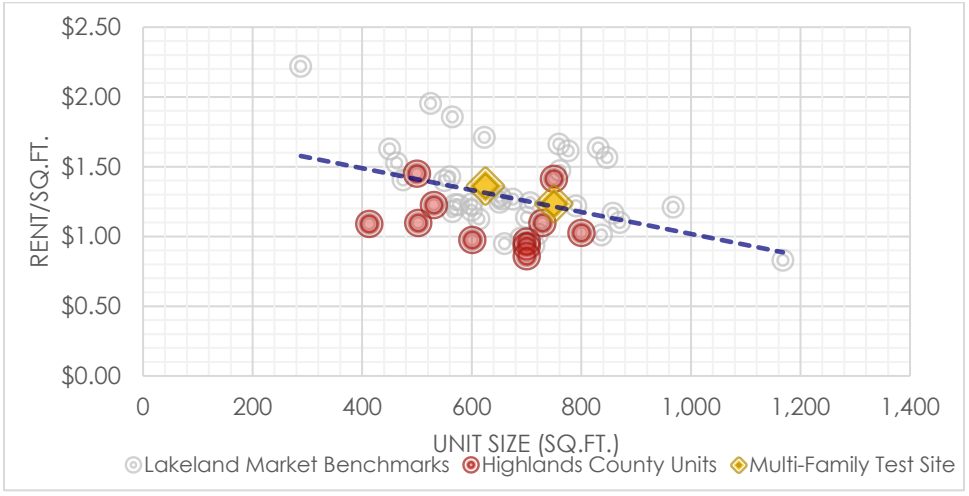
Table 10: Test Project Unit Mix and Rents, Highlands County, 2019

Floorplan	Total Units	Unit Size (Sq.Ft.)	Monthly Rent	Rent/ Sq.Ft.
1-BR (small)	25	625	$850	$1.36
1-BR (large)	40	750	$925	$1.23
2-BR	80	1,000	$1,150	$1.15
3-BR	15	1,200	$1,225	$1.02
Total/Avg.	**160**	**898**	**$1,054**	**$1.17**

Source: Kimley-Horn

One-bedroom units in the test project would range from 625 to 750 square feet and rent for $850 to $925 per month. As shown in *Graph 31*, assumed rents per square foot for the test project could range from $1.23 to $1.36, depending on unit size.

Graph 31: One-Bedroom Regression with Test Site, Highlands County, 2019

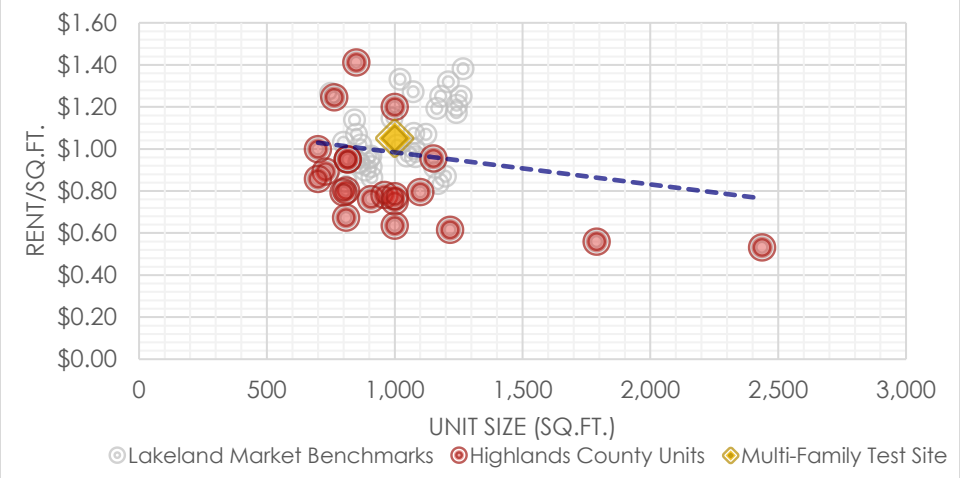


Source: Kimley-Horn

It should be noted that rents for individual projects could vary from these targets, based on premiums for walkability, proximity to retail, access to major corridors/economic anchors, or views. The recommended target rents assume an efficient, garden-style project with no more than three-stories. Parking would be provided on-site in surface parking lots.

As shown in *Graph 32*, a two-bedroom unit at the test site could command an average monthly rent of approximately $1,150, or $1.15 per square foot. This falls in line with other quoted rates for units in Highlands County, as well as Polk County.

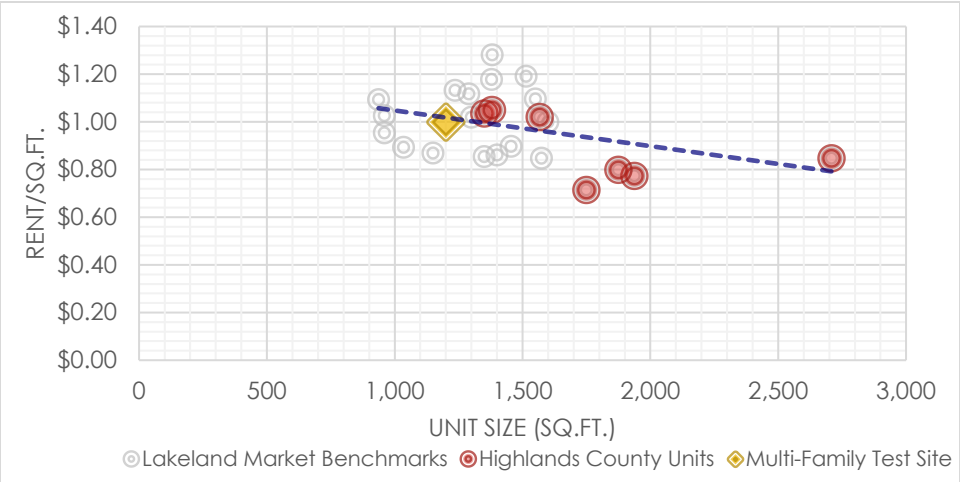
Graph 32: Two-Bedroom Regression with Test Site, Highlands County, 2019



Source: Kimley-Horn

Three-bedrooms at the test site would be expected to achieve an average lease rate of approximately $1,250 per month, or $1.02 per square foot (*Graph 33*).

Graph 33: Three-Bedroom Regression with Test Site, Highlands County, 2019



Source: Kimley-Horn

The new communities in the Lakeland apartment market achieved average premiums ranging from 20% to 35% over the base existing inventory. Assuming a base of $1.00 per square foot in Highlands County, consistent with both the CoStar report and the separate inventory compiled by Kimley-Horn, the $1.17 per square foot target would represent less than a 20% premium.

9.1.2 Development Scenarios

The financial feasibility of apartments in Highlands County was tested using cash flow models to show prospective rental revenue streams compared to construction costs, debt service, and required developer returns. Numerous assumptions were utilized as part of the financial feasibility analysis, and were based on comparable community performance, as well as local market information gathered through research and stakeholder interviews.

Rent and unit mix assumptions were held constant in the pro forma to solve for densities that would produce an initial yield of 8%. Initial yield is defined as the net operating income divided by the total development cost. An 8% yield is a widely adopted investment performance threshold in the multi-family industry. Ultimately, the project is assumed to be sold after five years at a capitalization rate of 7.5%. Capitalization rates are the ratio between the annual net operating income produced by an asset and its current market value.

Pro Forma Assumptions

Land Cost:	$6,625/door
Hard Construction:	$70/square foot
Building Efficiency:	85%
Absorption Pace:	12 units/month
Stabilized Occupancy:	7%
Operating Expenses:	$4,000/unit
Loan to Cost Ratio:	75%
Construction Loan:	6%
Inflation:	2019 constant $

Construction costs are projected for three-story garden apartment buildings with brick and hardi-plank siding. The costs also include an allowance for a clubhouse with amenity areas, as well as a pool. Interior unit features are assumed to include black or stainless-steel appliances, faux hardwood and carpeting, and laminate countertops.

Scenario 1 (Base Density). Based on the outlined pro forma assumptions, an 8% yield can be achieved at 12 units per acre and an average rent of $1,054, or $1.17 per square foot. The total project cost for the test site is estimated at $16.4 million. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be $1.3 million. This equates to an initial yield of 8.0% and an internal rate of return (IRR) after a five-year hold of 20.65%.

Scenario 1: FINANCIAL SUMMARY

Equity Investment	$4,101,970	25.0%
Loan Amount	$12,305,911	75.0%
Total Project Cost	**$16,407,882**	
NOI – Year 1	$1,319,754	
Initial Yield (Overall)	8.04%	
IRR (five-year hold)	20.65%	

Scenario 2 (Low Density). A second scenario was tested using a density less than the base allowed by current land use policy in Highlands County. This scenario, which estimates performance at eight units an acre, is presented to demonstrate how a slight modification to policy can impact development potential for workforce multifamily. All other pro forma

assumptions are held constant, including land price, product rents, and absorption pace. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be the same as the first scenario at $1.3 million. This equates to an initial yield of 7.79% and an internal rate of return (IRR) after a five-year hold of 17.00%. These thresholds fall below typical return targets for developers.

Scenario 2: FINANCIAL SUMMARY

Equity Investment	$4,236,970	25.0%
Loan Amount	$12,710,911	75.0%
Total Project Cost	**$16,947,882**	
NOI – Year 1	$1,319,754	
Initial Yield (Overall)	7.79%	
IRR (five-year hold)	17.00%	

Scenario 3 (High Density). A third, and final, scenario was tested using a density higher than the base allowed by current land use policy in Highlands County. This scenario estimates performance at 16 units an acre. As with the other scenarios, all other pro forma assumptions are held constant. Based on the proposed yield, unit mix and rents, the stabilized net operating income (NOI) after the first year of construction would be the same as the first scenario at $1.3 million. This equates to an initial yield of 8.17% and an internal rate of return (IRR) after a five-year hold of 22.49%, targets that would be attractive to developers.

Scenario 3: FINANCIAL SUMMARY

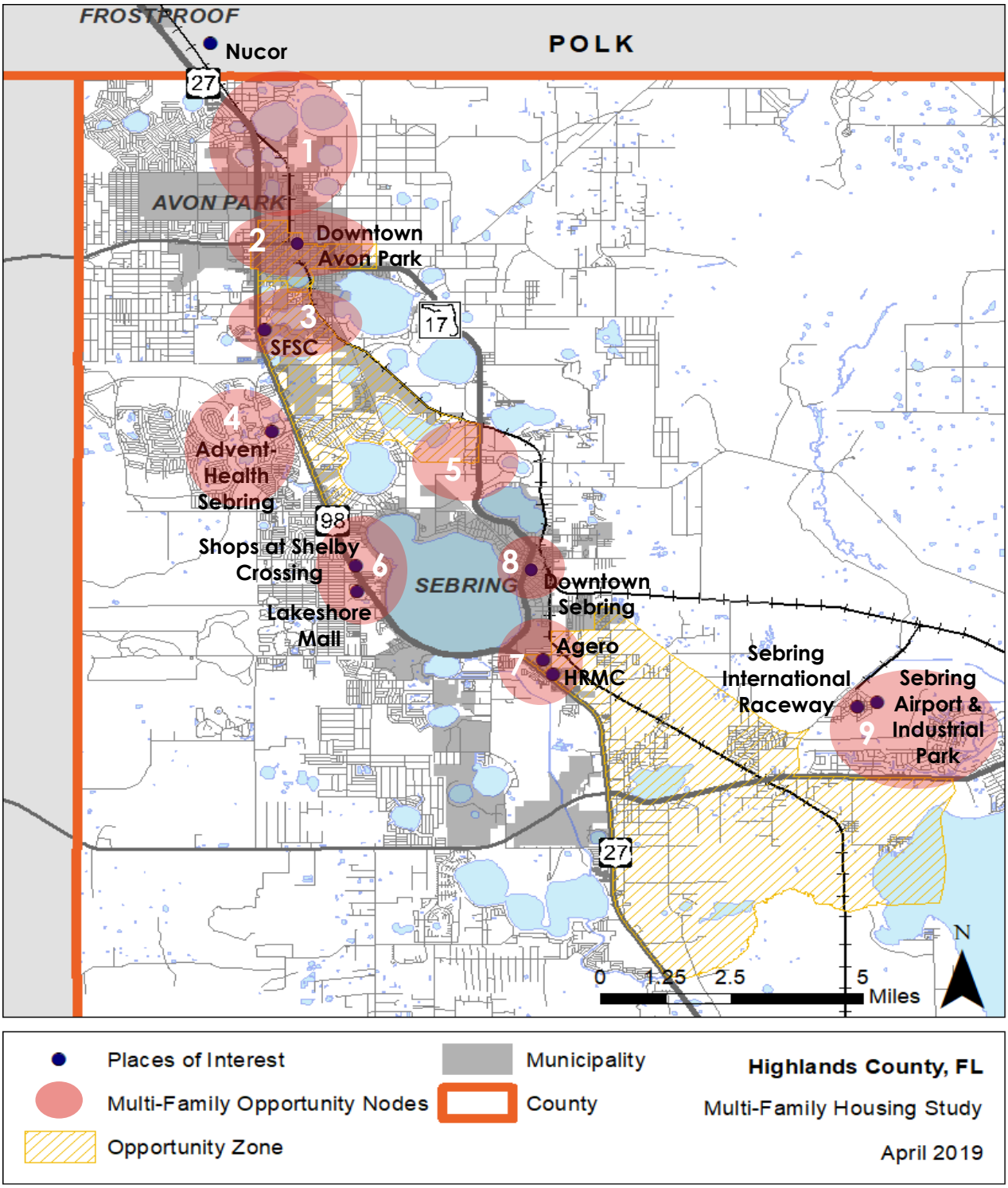
Equity Investment	$4,036,970	25.0%
Loan Amount	$12,110,911	75.0%
Total Project Cost	**$16,147,882**	
NOI – Year 1	$1,319,754	
Initial Yield (Overall)	8.17%	
IRR (five-year hold)	22.49%	

At the current density allowed by land use policy (12 units per acre), the Highlands County test apartment site performs financially as a viable project. However, it is important to note that larger national institutional real estate investors and developers would be hesitant to pursue due to the tertiary nature of the market. National developers will perceive this smaller market as a higher level of risk. Local or regional developers with strong ties to the community will be more likely to overlook initial risk in support of their 'hometown.' Allowing for a higher than base density increases performance, which could assist in attracting interest in the market.

9.2 Opportunity Nodes for Multi-Family

Map 4 shows nodal areas containing potential sites that present the strongest near- and mid-term opportunities for the development of market-rate multi-family housing in Highlands County.

Map 3: Multi-Family Opportunity Nodes, Highlands County, 2019



Source: Highlands County; Kimley-Horn

The multi-family opportunity nodes were selected based on several factors, including base entitlements, proximity to employers and amenities, site visibility, access to major roads, and local knowledge. When selecting sites, apartment developers tend to look for good visibility from major roads and proximity to area anchors. In a tertiary market like Highlands County, a prime

site will be needed for initial investment. In the near-term, this is likely to be focused on the northern portion of the County offering proximity to the Nucor site, Polk County, and continuing to the greater-Orlando market. Specific parcels highlighted in red on the following graphics indicate sites that are already zoned to accommodate multi-family development (R-3).

Multi-Family Opportunity Node #1

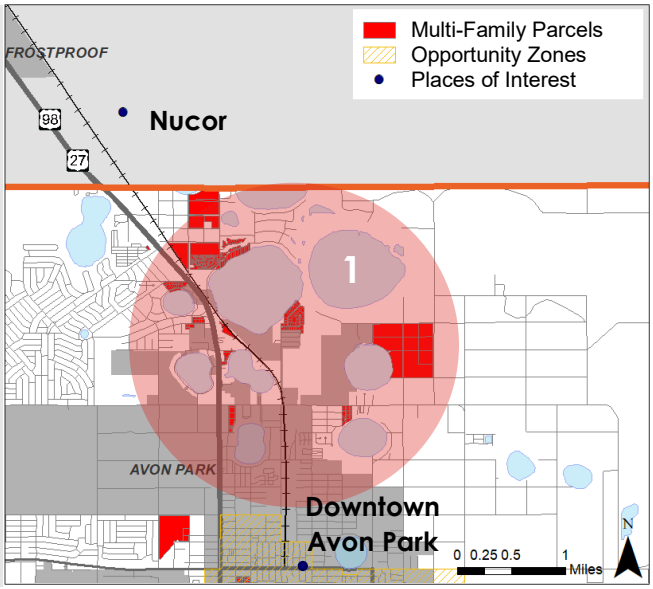
As the northernmost area identified, this area has strong potential to host new multi-family development. The site offers proximity to the Nucor facility and beyond to Lakeland, access to US 27, and is near services in Avon Park.

Key anchor: Nucor steel mill site

Attractive node attributes:

- Easy access to US 27
- Several entitled sites
- Proactive utility authority
- Proximity to Avon Park retail and jobs

Development potential: Near-term



Multi-Family Opportunity Node #2

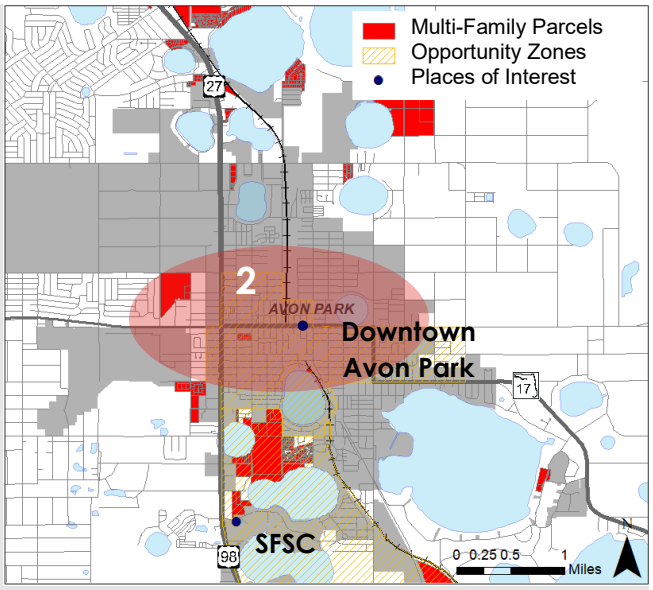
Centered on Avon Park's historic downtown, this node provides potential for new infill and adaptive reuse multi-family projects, especially given the recent preference for walkability in mixed-use environments. Developments in this node will likely be small in scale, less than 50 units.

Key anchors: Historic downtown Avon Park
Near Nucor steel mill site

Attractive node attributes:

- Potential for infill projects using historic tax credits
- Easy access to US 27
- Location within Opportunity Zone
- Proactive utility authority
- Proximity to downtown retail and jobs

Development potential: Near- to mid-term



Multi-Family Opportunity Node #3

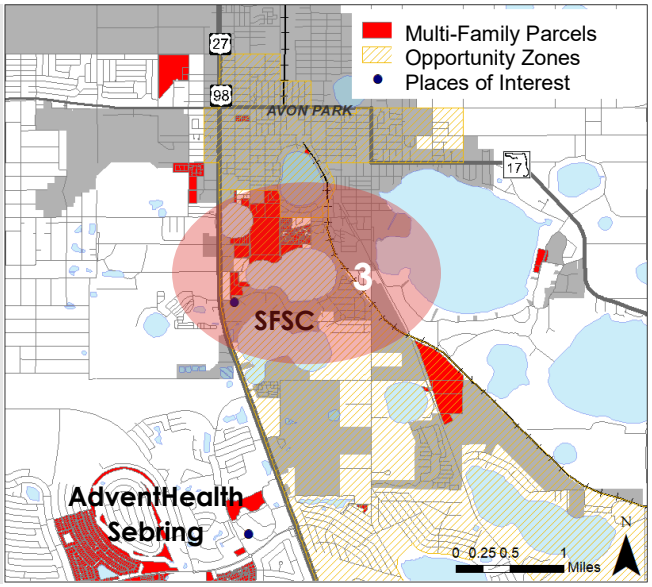
This area is situated around the SFSC campus, which has found retaining employees and attracting students challenging due to the lack of quality rental options.

Key anchor: South Florida State College

Attractive node attributes:

- Easy access to US 27
- Partnership potential with college
- Location within an Opportunity Zone
- Proactive utility authority
- Proximity to Avon Park retail and jobs

Development potential: Near-term



Multi-Family Opportunity Node #4

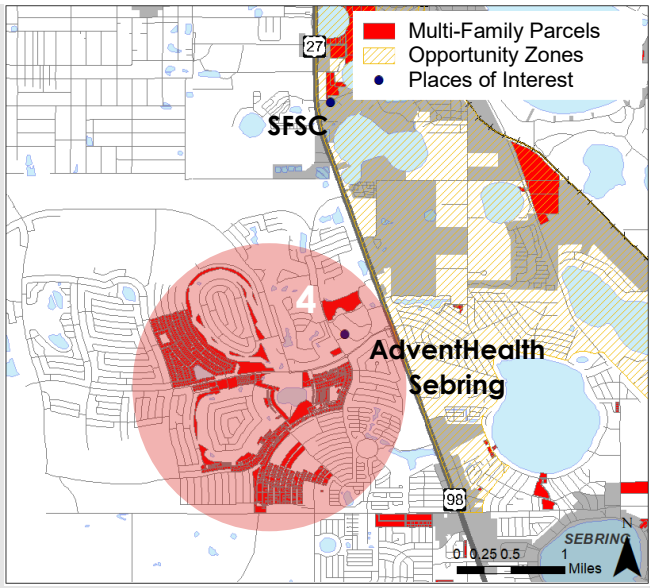
Based on feedback from previous roundtable discussions, there is significant housing demand driven by AdventHealth Sebring. This demand includes short- and long-term housing.

Key anchor: AdventHealth Sebring

Attractive node attributes:

- Easy access to US 27 & US 98
- Proximity to Sun 'N Lake retail and entertainment offerings
- Distance to AdventHealth facility, which drives demand for a variety of housing options
- Partnership potential with hospital
- Proactive utility authority

Development potential: Near- to mid-term



Multi-Family Opportunity Node #5

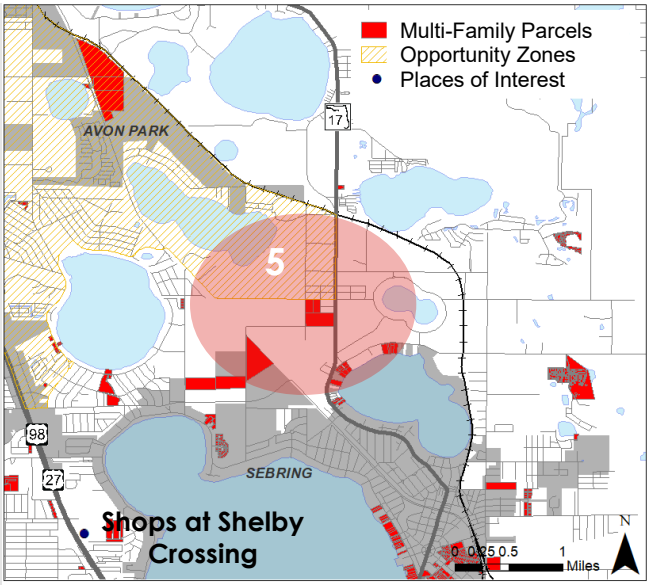
Sebring Parkway (Ph.2/3), a connector project between the first phase and Manatee Drive, is currently under construction and will unlock development potential for vacancy land in this area offering increased accessibility.

Key anchor: New roadway infrastructure

Attractive node attributes:

- Improved vehicular access
- Greenfield development opportunities
- Enhanced connection to job centers
- Partially located within an Opportunity Zone

Development potential: Mid- to long-term



Multi-Family Opportunity Node #6

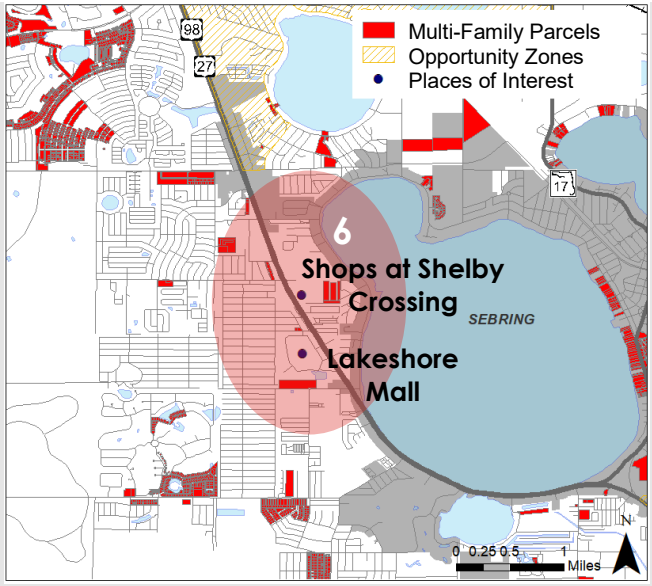
Containing two of Sebring's largest shopping centers and part of Lake Jackson, this area offers potential to capitalize on the recent trend of building new apartment communities in environments where residents can 'live, work, play'. Lake Jackson offers an amenity to residents, creating the potential for rent premiums for view sheds.

Key anchors: Shops at Shelby Crossing
Lakeshore Mall

Attractive node attributes:

- Potential for walkability to retail and recreation amenities
- Easy access to US 27
- Greenfield development opportunities

Development potential: Near-term



Multi-Family Opportunity Node #7

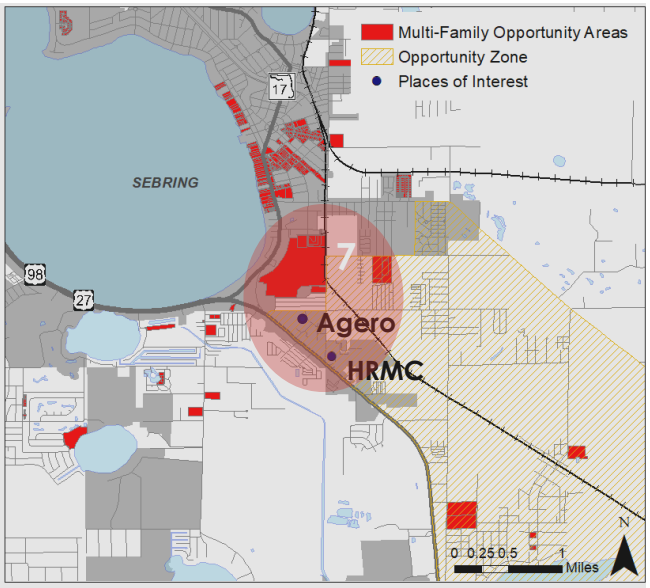
Situated south of downtown Sebring, this area is near two large employers, Heartland Regional Medical Center and Agero, both of which have employees who tend to be target markets for apartments.

Key anchors: HRMC
Agero

Attractive node attributes:

- Proximity to retail and recreation
- Partnership potential with hospital
- Easy access to US 27 & US 98
- Greenfield development opportunities
- Location within an Opportunity Zone
- Near downtown Sebring

Development Potential: Near-Term



Multi-Family Opportunity Node #8

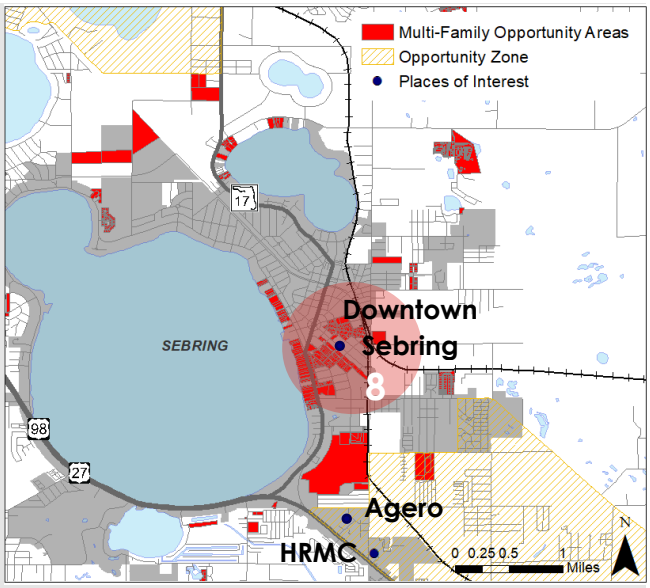
Encompassing downtown Sebring, this area has potential to develop small market-rate multi-family projects, possibly on the second floor of historic buildings or infill sites. The only pipeline projects in Highlands County are two adaptive reuse developments in downtown Sebring, totaling 66 units.

Key anchor: Historic downtown Sebring
Government offices

Attractive node attributes:

- Potential for historic tax credits and infill projects
- Location within Sebring CRA
- Proximity to downtown jobs
- Proximity to retail and recreation

Development potential: Near-term



Multi-Family Opportunity Node #9

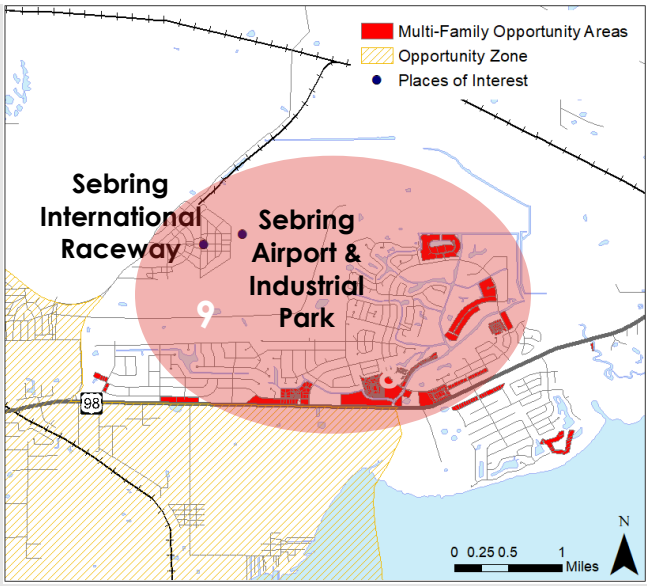
This node is located in the Spring Lake Improvement District southwest of Sebring. A developer has expressed interest in developing multi- and single-family housing, which would help build momentum for new apartment construction in the area.

Key anchor: Sebring Airport & Industrial Park
Sebring International Raceway

Attractive node attributes:

- Greenfield development opportunities
- Proximity to retail and recreation
- Easy access to US 98
- Proactive utility authority

Development potential: Near- to Mid-term



9.3 Development Strategies

As previously noted, the Highlands County test apartment site performs as a viable project financially; however, larger national institutional real estate investors and developers would be hesitant to pursue due to the tertiary nature of the market. National developers will perceive this smaller market as a higher level of risk. Even local or regional developers may require incentive to move forward with a multi-family project in Highlands County.

This section identifies public sector actions that could increase the potential for market-rate multi-family developments. Incentives can be used to bridge financing gaps for priority projects or leverage public investments to attract private development. The strategies include a mix of policy and financial incentives.

9.3.1 Policy Incentives

Zoning regulations in Highlands County should be reviewed to determine that there are ample opportunities for multi-family development in areas with visibility to major corridors and access to retail goods and services and economic anchors. A review of zoning policy should be undertaken to determine what classifications multi-family development is allowed, where those classifications are located, and at what densities residential product can be built. Particular focus should be placed on classifications that are within the identified opportunity nodes.

Density Bonus. Permitting higher densities than what is allowed under by-right zoning can be helpful in attracting development that is consistent with desired planning principals of a jurisdiction. Density bonuses have successfully been used to incentivize infill or redevelopment opportunities, the provision of affordable housing, sustainable or LEED certified construction, and environmental protection. Density bonuses need to be carefully crafted to make them attractive to developers or they will not be leveraged. Alternatively, overlay districts allowing higher residential densities could be considered for key development areas.

Accelerated Entitlement. Accelerated entitlement is useful with rezoning, site plan approval, and permitting. Streamlining entitlement can help reduce development carrying costs with a quicker approval process. It can also lower attorney fees. Accelerated entitlement is unlikely to be overly enticing in Highlands County as the process is already viewed as efficient and effective based on local stakeholder feedback.

Flexible Entitlement. Flexible entitlement allows developers to accommodate unique physical attributes of specific sites. This is particularly beneficial for infill projects with significant environmental constraints. There are numerous tools currently available to jurisdictions to grant flexibility to developers. Common implementation tools include:

- Conditional/Special Use Permits
- Conditional Zoning
- Planned Unit Developments
- Traditional Neighborhood Developments
- Zoning Overlay Districts
- Form-Based Code

9.3.2 Financial Incentives

Financial incentives may present the strongest opportunity to engage the development community to construct market-rate apartments in Highlands County. This is evidenced by incentives leveraged for the two pipeline projects proposed in downtown Sebring (CRA support) and NoBay Village in Lakeland (municipal support and infrastructure).

Site Acquisition and Preparation. Local governments can incentivize priority development by purchasing sites, commissioning environmental reports, and funding site work. The following site acquisition and preparation strategies could be used by local jurisdictions:

- Purchase and demolish existing buildings
- Commission environmental reports
- Initiate preliminary design drawings and site planning
- Pay for environmental remediation
- Donate site (whole or in part) to developers
- Issue Request for Proposals to developers to "test" the project potential
- Fund initial site work, utilities, and grading

Infrastructure (Utilities, Streets, and Parking). There are a variety of financing sources that allow local jurisdictions to assist in lowering the cost of construction, particularly in the public realm. The following financing streams represents a selection of potential tools that Highlands County has available to encourage multi-family development in key opportunity nodes.

- *Infrastructure Grant*. Infrastructure grants are project-specific and can be underwritten by either local or state governments. This implementation strategy is commonly used for curb and gutter, sidewalks, underground utilities, and signalization.
- *General Obligation Bonds*. General Obligation Bonds are municipal bonds with fixed interest rates and terms. These bonds can be used for a variety of improvements, and typically offer a lower interest rate than would be available privately.
- *Tax Increment Financing*. Tax Increment Finance, or TIF, is a widely used tool for economic development across the United States. It is generally used to stimulate economic development in depressed or underdeveloped areas. TIF designates a

specific area, or improvement district. Once the improvement district is identified, the base property value is determined. Public and private improvements will increase the value of the property over the base. Taxes are then levied on the new increment and used to pay debt service for the bonded improvements.

- *Low-Interest Loans*. Low interest loans are underwritten by a public entity to provide debt for specific projects. These loans typically offer lower interest rates than would be available in the private market.
- *Community Development Block Grants*. Community Development Block Grants (CDBGs) are available to local municipalities and counties through the U.S. Department of Housing and Urban Development. These funds are primarily used to improve housing and economic opportunities in low- and moderate-income neighborhoods.

Annual Operating Subsidies. Property tax credits, otherwise known as economic development grants, are provided by public entities to incentivize private development. Property tax credits are based on a predefined minimum level of capital investment. Private development can be "credited" property tax payments over a set period. The level of credit is jurisdiction-specific and can vary from 1% to 100%. Additionally, many jurisdictions offer a diminishing credit over the period, with the largest credits occurring in the early years.

Public-Private Partnerships. Given the presence of several economic anchors in or near Highlands County, the potential for public-private partnerships should be explored and leveraged as possible. Public-private partnerships are cooperative arrangements between two or more public and private sectors, typically of a long-term nature. The arrangement should be beneficial to all parties. Based on stakeholder feedback, several of the major employers in Highlands County have immediate housing needs for their staff, including both medical campuses and South Florida State College. Partnerships should be explored with these anchors, particularly those with access to land that could be included as part of a development deal.

Opportunity Zones. Opportunity Zones are a new community development program established as part of the Tax Cuts and Jobs Act of 2017. The program was created to encourage long-term investments in low-income urban and rural communities across the United States. Approximately 8,700 zones were identified across the country based on low-income census tracts. Highlands County has several Opportunity Zones, as previously shown on *Map 4*. Investment in projects in these identified areas allow developers or investors to defer or even eliminate capital gains tax. It is possible that the introduction Opportunity Zone benefits could be attractive enough to invest in Highlands County. These zones, however, have been largely untested in the area and the longer before investment occurs, the less benefit available based on current sunset windows.

Appendix A: Stakeholder Interviews

Summary Notes

Call with Agricultural Stakeholder 1

- It is very challenging to find people for both office and field labor; does not know if it is due directly to housing, but housing likely is a factor as well as other reasons
    - Area is more rural with lower population than other locations of operations
    - Chicken or the egg: are there not more people in area because of lack of housing or is there less housing because there is not a lot of people in the area?
    - Residents are older or retired
    - Labor participation is very low, even younger population
- Average commute of employees is probably around 45 minutes
- Given wages, many workers are probably renting and not in a position to buy
- Transportation is a major challenge for workers because not all drive, tend to rely on each other so if the driver cannot go to work, passengers will miss work also, especially since many live far away

Call with Agricultural Stakeholder 2

- To help diversify revenue streams, the company has purchased an existing apartment complex and a mobile home community
    - Both communities have basically no vacancy and keep a waiting list
- There seems to be a gap in the $800-$1,200/month rental unit range
- Construction costs are similar to coastal areas, but wages are lower in the Heartland

Call with Educational Stakeholder 1

- Employer perspective:
    - Lack of adequate, high-quality housing options has hampered quality of individuals able to recruit for professional positions
    - Orlando, Tampa, Lakewood Ranch, and Sarasota are some of the popular areas professional employees commute from
    - Long commute has ripple effects:
        - Employee retention is difficult due to long drive
        - Lack of connection to the community and less engagement since unable to stay for events outside of normal business hours
        - Teaching schedule is planned to accommodate long commutes and buffers must be built in for traffic delays
    - A few faculty members stay Monday through Wednesday at a local hotel and return home for Thursday to Sunday
    - Area is lacking housing with desirable amenities for staff level also
    - Short-term upscale apartments, some furnished preferably, would be helpful for when new faculty or administrative professionals move to the area and are seeking out a home to buy or only staying temporarily

- Student perspective:
    - School has land available that it would be willing to lease to a private developer to build and operate student housing; school would make it very accessible and attractive
        - School is not allowed to own student housing due to a state law

Call with Educational Stakeholder 2

- Difficult to find safe, quality housing that is available and affordable
    - It is not rare for employees to live together to be able to afford housing
- Most teacher hires are local, but they also recruit from out of state
    - Housing is always an issue for people moving into the area
    - Some have backed out due to difficulty finding housing
    - There is demand for short-term rentals by new employees moving into the area that are not ready to buy a home
- A majority live within Highlands County, but some employees do live outside the County
    - Some live in one city and commute to another; this happens both by choice and because of unaffordability/unavailability of housing closer to workplace
    - 20-30 minute commute is typical
- It is a struggle for new graduates to find affordable, adequate housing
    - Difficult to pay first and last month's rent upfront

Call with Healthcare Stakeholder

- Healthcare facility is very dependent on traveling staff due to seasonality of patient volume; from Thanksgiving to Easter the facility depends on 90-day contracts to meet elevated demand
    - Traveling staff stay at hotels, which is not ideal
    - There could be an appetite for playing a role in development of short-term, furnished rentals as it could help lower the cost of traveling staff; the company must pay for housing the traveling staff either way
- Most employees live in Sebring or Lake Placid, not as many in Avon Park
- Quantity of available homes is low
- Employees 10-12 years from retirement who want to downsize are having a hard time finding adequate housing
- Healthcare company would be willing to distribute a survey to new hires to learn more about challenge in finding housing if desired

Call with Manufacturing Stakeholder

- Employees relocating to area have had difficulty finding temporary/multi-family housing
    - Some just bought houses or are staying in a hotel since they could not find anything adequate to rent
    - Some employees live in Bradenton; some in Winter Haven & then Sebring
    - More would live closer if there were modern housing options available; people do not want to drive an hour
- They will have a lesser but ongoing need over next several months for temporary housing as employees in the company tend to be very mobile and relocate
- There is also a need for modern single-family developments that are not geared toward retirees, but serve working/middle class families

- There is opportunity for Avon Park to redevelop downtown as a destination for families and young people; historically, seems to have been geared toward retirees

Call with Regional Jobs and Business Resource Organization

- It is a struggle to find workforce housing in all Heartland counties they represent
    - This makes it difficult for employers to recruit talent in
    - Senior population in Highlands County makes it uniquely challenging to find available, affordable housing
    - Highlands County may have the largest inventory of housing, but it also has the most people and the most jobs so more competitions
- No good housing options for new college graduates/entry-level workers
- No good housing options for small families
- Apartment complexes have waiting lists
- Rental rates are inflated due to seasonal increase in demand by snowbirds
- Those who can may look for housing in Lakeland, Winter Haven, or Lake Wales, but once you move out there, you have a long commute and may be able to find a better-paying job closer to home

Scenario 1: Base Density

General Data	
Location:	Highlands County
Acreage:	13.3
Parking:	Surface
Construction Type:	3 Story Wood Frame
Entitled? (Y/N):	N

Financial Summary		
Equity Investment	$4,103,637	25.00%
Loan Amount	$12,310,911	75.00%
Total Project Cost	$ 16,414,548	
NOI - Year 1	$ 1,319,754	
Initial Yield (Overall)	**8.04%**	
IRR (5 yr hold):	**20.60%**	

Development Cost Analysis

	Cost	Per Unit	Note(s):
Pre-Dev & Admin	$ 50,000	$ 312.50	
Land	1,066,667	$ 6,666.67	- $50k/acre (plus 10%) + grading/infra
Site Work/Parking	800,000	$ 5,000.00	- assumes surface parking
Construction	11,827,941	$ 73,924.63	- $70/gsf
Design	378,838	$ 2,367.74	- 3.0% of construction cost
Municipality Fees	59,140	$ 369.62	- 0.5% of construction cost
Developer Fee	442,365	$ 2,764.78	- 3.0% of development cost
Legal, Fin, Ins, RE Tax	128,000	$ 800.00	
Contingency	631,397	$ 3,946.23	- 5% of development cost
FF&E & Lease-Up	160,000	$ 1,000.00	
Operating Reserve	320,000	$ 2,000.00	
Construction Interest	550,200	$ 3,438.75	
Total Investment	**$ 16,414,548**	**$ 102,590.93**	

Revenue Detail

Multi-Family

Floorplan	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom (small)	25	15.6%	625	$850	$1.36
1 Bedroom (large)	40	25.0%	750	$925	$1.23
2 Bedroom	80	50.0%	1,000	$1,150	$1.15
3 Bedroom	15	9.4%	1,200	$1,225	$1.02
Total	**160**	**100%**	**898**	**$1,054**	**$1.17**

	Sqft.	Avg. Rent/Sqft	
Retail - Anchor	-	$ -	$ 15,625
Retail - Small Shop	0	$ 0.00	$ 30,000
Office	-	$ -	$ 80,000
	0	$ 0.00	$ 18,000

Note(s):

- Operating expenses for multi-family are $4,000/unit

Stabilized Operating Analysis

REVENUE	Budget	Per Unit
Schedule Rent	$ 2,023,500	$ 12,646.88
Vacancy & Concessions	(141,645)	(885.28)
	1,881,855	11,761.59
Other Income	80,000	500.00
Total Revenue	1,961,855	12,261.59
EXPENSES		
Payroll	$ 136,000	$ 850.00
G & A	24,000	$ 150.00
Marketing	20,000	$ 125.00
Management Fee	62,101	$ 388.13
Utilities	72,000	$ 450.00
R & M	64,000	$ 400.00
Landscaping	40,000	$ 250.00
Insurance	32,000	$ 200.00
Taxes	160,000	$ 1,000.00
Replacement Reserves	32,000	200.00
Total Expenses	**$ 642,101**	**$ 4,013.13**
Net Operating Income	**$ 1,319,754**	**$ 8,248.46**

Scenario 2: Low Density

General Data	
Location:	Highlands County
Acreage:	20.0
Parking:	Surface
Construction Type:	3 Story Wood Frame
Entitled? (Y/N):	N

Financial Summary		
Equity Investment	$4,236,970	25.00%
Loan Amount	$12,710,911	75.00%
Total Project Cost	$ 16,947,882	
NOI - Year 1	$ 1,319,754	
Initial Yield (Overall)	**7.79%**	
IRR (5 yr hold):	**17.00%**	

Development Cost Analysis

	Cost	Per Unit	Note(s):
Pre-Dev & Admin	$ 50,000	$ 312.50	
Land	1,600,000	$ 10,000.00	- $50k/acre (plus 10%) + grading/infra
Site Work/Parking	800,000	$ 5,000.00	- assumes surface parking
Construction	11,827,941	$ 73,924.63	- $70/gsf
Design	378,838	$ 2,367.74	- 3.0% of construction cost
Municipality Fees	59,140	$ 369.62	- 0.5% of construction cost
Developer Fee	442,365	$ 2,764.78	- 3.0% of development cost
Legal, Fin, Ins, RE Tax	128,000	$ 800.00	
Contingency	631,397	$ 3,946.23	- 5% of development cost
FF&E & Lease-Up	160,000	$ 1,000.00	
Operating Reserve	320,000	$ 2,000.00	
Construction Interest	550,200	$ 3,438.75	
Total Investment	**$ 16,947,882**	**$ 105,924.26**	

Revenue Detail

Multi-Family

Floorplan	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom (small)	25	15.6%	625	$850	$1.36
1 Bedroom (large)	40	25.0%	750	$925	$1.23
2 Bedroom	80	50.0%	1,000	$1,150	$1.15
3 Bedroom	15	9.4%	1,200	$1,225	$1.02
Total	**160**	**100%**	**898**	**$1,054**	**$1.17**

	Sqft.	Avg. Rent/Sqft	
Retail - Anchor	-	$ -	$ 15,625
Retail - Small Shop	0	$ 0.00	$ 30,000
Office	-	$ -	$ 80,000
	0	$ 0.00	$ 18,000

Note(s):

- Operating expenses for multi-family are $4,000/unit

Stabilized Operating Analysis

REVENUE	Budget	Per Unit
Schedule Rent	$ 2,023,500	$ 12,646.88
Vacancy & Concessions	(141,645)	(885.28)
	1,881,855	11,761.59
Other Income	80,000	500.00
Total Revenue	1,961,855	12,261.59
EXPENSES		
Payroll	$ 136,000	$ 850.00
G & A	24,000	$ 150.00
Marketing	20,000	$ 125.00
Management Fee	62,101	$ 388.13
Utilities	72,000	$ 450.00
R & M	64,000	$ 400.00
Landscaping	40,000	$ 250.00
Insurance	32,000	$ 200.00
Taxes	160,000	$ 1,000.00
Replacement Reserves	32,000	200.00
Total Expenses	**$ 642,101**	**$ 4,013.13**
Net Operating Income	**$ 1,319,754**	**$ 8,248.46**

Scenario 3: High Density

General Data	
Location:	Highlands County
Acreage:	10.0
Parking:	Surface
Construction Type:	3 Story Wood Frame
Entitled? (Y/N):	N

Financial Summary		
Equity Investment	$4,036,970	25.00%
Loan Amount	$12,110,911	75.00%
Total Project Cost	$ 16,147,882	
NOI - Year 1	$ 1,319,754	
Initial Yield (Overall)	**8.17%**	
IRR (5 yr hold):	**22.49%**	

Development Cost Analysis	Cost	Per Unit	Note(s):
Pre-Dev & Admin	$ 50,000	$ 312.50	
Land	800,000	$ 5,000.00	- $50k/acre (plus 10%) + grading/infra
Site Work/Parking	800,000	$ 5,000.00	- assumes surface parking
Construction	11,827,941	$ 73,924.63	- $70/gsf
Design	378,838	$ 2,367.74	- 3.0% of construction cost
Municipality Fees	59,140	$ 369.62	- 0.5% of construction cost
Developer Fee	442,365	$ 2,764.78	- 3.0% of development cost
Legal, Fin, Ins, RE Tax	128,000	$ 800.00	
Contingency	631,397	$ 3,946.23	- 5% of development cost
FF&E & Lease-Up	160,000	$ 1,000.00	
Operating Reserve	320,000	$ 2,000.00	
Construction Interest	550,200	$ 3,438.75	
Total Investment	**$ 16,147,882**	**$ 100,924.26**	

Revenue Detail

Multi-Family

Floorplan	Units	Mix %	Avg. Sq.Ft.	Avg. Rent	Rent/ Sq.Ft.
1 Bedroom (small)	25	15.6%	625	$850	$1.36
1 Bedroom (large)	40	25.0%	750	$925	$1.23
2 Bedroom	80	50.0%	1,000	$1,150	$1.15
3 Bedroom	15	9.4%	1,200	$1,225	$1.02
Total	**160**	**100%**	**898**	**$1,054**	**$1.17**

	Sqft.	Avg. Rent/Sqft	
Retail - Anchor	-	$ -	$ 15,625
Retail - Small Shop	0	$ 0.00	$ 30,000
Office	-	$ -	$ 80,000
	0	$ 0.00	$ 18,000

Note(s):

- Operating expenses for multi-family are $4,000/unit

Stabilized Operating Analysis	Budget	Per Unit
REVENUE		
Schedule Rent	$ 2,023,500	$ 12,646.88
Vacancy & Concessions	(141,645)	(885.28)
	1,881,855	11,761.59
Other Income	80,000	500.00
Total Revenue	1,961,855	12,261.59
EXPENSES		
Payroll	$ 136,000	$ 850.00
G & A	24,000	$ 150.00
Marketing	20,000	$ 125.00
Management Fee	62,101	$ 388.13
Utilities	72,000	$ 450.00
R & M	64,000	$ 400.00
Landscaping	40,000	$ 250.00
Insurance	32,000	$ 200.00
Taxes	160,000	$ 1,000.00
Replacement Reserves	32,000	200.00
Total Expenses	**$ 642,101**	**$ 4,013.13**
Net Operating Income	**$ 1,319,754**	**$ 8,248.46**

ORDINANCE NO. 20-21-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE FUTURE LAND USE ELEMENT, HOUSING ELEMENT, INFRASTRUCTURE ELEMENT, NATURAL RESOURCES ELEMENT, AND DEFINITIONS AND ACRONYMS SECTION OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PLAN AMENDMENT AND ADOPTION; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empower the Highlands County Board of County Commissioners (hereinafter referred to as the "Board") to adopt and to amend the Highlands County 2030 Comprehensive Plan (hereinafter referred to as the "Plan"); and

WHEREAS, the Highlands County Planning and Zoning Commission, acting as the Local Planning Agency, held a duly noticed public hearing on August 11, 2020, to review Large-Scale Plan amendment CPA-20-576LS, and recommended that the Board approve the Large-Scale Plan amendment CPA-20-576LS for transmittal to the Florida Department of Economic Opportunity (hereinafter referred to as the "DEO"); and

WHEREAS, the Board held a duly noticed public hearing on September 15, 2020, and approved transmittal of Large-Scale Plan amendment CPA-20-574LS to the DEO for its review; and

WHEREAS, DEO submitted its Comment Letter on October 29, 2020, and identified comments related to adverse impacts to important state resources for Highlands County, Florida (Amendment No. 20-05ESR [expedited state review]); and

WHEREAS, the proposed amendments identified as adverse impacts to important state resources have been revised to address DEO's comments.

NOW, THEREFORE, BE IT ORDAINED by the Board, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. PLAN AMENDMENT AND ADOPTION. the Future Land Use Element, Housing Element, Infrastructure Element, Natural Resources Element, and

Definitions and Acronyms Section of the Plan are hereby amended and adopted by reference as identified in **Exhibit "A"** attached hereto.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-20-576LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

DONE AND ADOPTED this 16th day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

EXHIBIT “A”

Amendments to the Future Land Use Element, Housing Element,
Infrastructure Element, Natural Resources Element,
and Definitions and Acronyms Section of the Plan

FUTURE LAND USE ELEMENT

The area within the Future Land Use (FLU) Element that propose text amendments are in the existing policies in Objective 1. The proposed text amendments are presented in legislative format.

Objective 1: Growth Management Strategy

FUTURE LAND USE ELEMENT

GOAL: ENSURE A HIGH QUALITY, DIVERSIFIED LIVING ENVIRONMENT THROUGH THE EFFICIENT DISTRIBUTION OF COMPATIBLE LAND USES, DISCOURAGE URBAN SPRAWL, PROTECT ENVIRONMENTALLY SENSITIVE LANDS, REDUCE GREENHOUSE GAS EMISSIONS, AND PROVIDE GUIDANCE FOR THE LOCATION, TYPE, AND INTENSITY FOR NEW DEVELOPMENT, WITHIN THE 2010 TO 2030 PLANNING PERIOD.

OBJECTIVE 1: GROWTH MANAGEMENT STRATEGY

Development within the County shall be managed through the application of Comprehensive Plan Goals, Objectives, and Policies including the implementation of the Land Development Regulations of Highlands County for the planning period of 2010 to 2030.

Policy 1.1: General Growth Management Strategy

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:

1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

3. Protect the existing Rural Village, and allow for Overlay Districts such as Sustainable Communities;

4. Use clustering, planned development, transfer of development rights, purchase or volunteer of conservation easements, and density bonuses as the primary methods to

preserve the open space characteristics of rural areas, whenever such lands are proposed for development;

5. Use environmental clearance reviews, clearinghouse development review procedures, coordination with other agencies, and land acquisition strategies (including fee purchase, easements, donations and other less than fee mechanisms) as the principal vehicles to protect natural resources;

6. Provide a basic recognition that commercial and personal services should be provided at existing Rural Village locations to serve rural populations; and

7. Provide a basic recognition that the land uses outside of urbanized areas are primarily agricultural activities or low density rural development except in the Compact Urban Development Area of Sustainable Communities.

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County.

The County shall give preference to:

1. Opportunities for infill or redevelopment, where such opportunities exist;

2. The development of mixed-use sites;

3. In the long-term planning horizon, sites within a Sustainable Community Overlay District;

4. Development opportunities which provide permanent jobs and improve the County's revenue base;

5. Well planned development that meets the objectives and policies of this Comprehensive Plan, especially as regards for provision of:

a. Central wastewater and potable water systems;

b. Protection or mitigation of environmentally sensitive lands;

c. On-site and off-site roadway improvements or traffic enhancements;

d. Affordable priced housing, workforce housing and farm worker housing;

e. The voluntary re-planning and modernization of older subdivisions;

f. Land use patterns which reduce the potential for greenhouse gases;

g. Transportation options; and

h. Walkable communities promoting a healthy lifestyle.

C. Development impacts, timing, the availability and adequacy of infrastructure facilities, the installation of new infrastructure, the provision of new or the expansion of existing services by the public or private sectors, historic growth trends, and the limits of public budgets to provide services shall be considered as impacts of future development proposals. These considerations are particularly important whenever land use amendments are evaluated for the most suitable density and/or intensity or type of land use.

D. Sprawl Guidelines: It is the goal of Highlands County to build on its historical development pattern as a given point of departure, and to mitigate the forces fostering urban sprawl. Urban sprawl is generally scattered, untimely or poorly planned urban development that occurs on the fringe of rural areas and has occasionally invaded lands important and most suitable for agriculture or environmental and natural resource protection. In order to effect this goal, the primary sprawl indicators that a proposed plan or plan amendment discourages will function as a sprawl litmus test. The determination of the presence of one or several of these indicators shall consist of an analysis of the proposed plan or plan amendment within the context of features and characteristics unique to the local community in order to determine whether the plan or plan amendment manifests these findings. For reference, the indicators are contained within the Technical Support Documents to the Comprehensive Plan.

E. Other Measures to Promote Growth Management

The following measures in addition to implementation of FLU Policy 1.2.A through FLU Policy 1.2.D. shall be undertaken by the County to encourage orderly growth, to promote compatible land use patterns, to maintain separation between urban and agricultural land use activities, and to avoid or minimize impacts to the County's environmental resources:

1. Implementation of Future Land Use Maps that express the development capacity and potential use of unincorporated lands in the form of an overall land use pattern for the County;

2. Implementation of planning guidelines and criteria for evaluating land use changes and establishment of a new growth management system that more appropriately addresses rural planning conditions, infrastructure enhancements, future development trends, and community values;

3. Implementation of Land Development Regulations which are consistent with the policies of this Comprehensive Plan;

4. Implementation of a Concurrency Management System to assure that all development and redevelopment adheres to the Level of Service Standards set forth in this Comprehensive Plan;

5. Protection of natural resources against the impacts of development through the establishment of environmental clearance procedures, mitigation procedures, and development standards;

6. Establishment of procedures and criteria to recognize vested rights;

7. Protection and maintenance of the natural and man-made environment and resources in a manner protective of the water supply;

8. Implementation of the Goals, Objectives, and Policies of the Comprehensive Plan to guide and manage growth;

9. Use of population projections, to guide public/private entities in planning for development, redevelopment, and service delivery; and

10. Use of specific area plans, subject matter plans, neighborhood improvement plans, Sustainable Community Master Plans, independent special districts, and applicable state and regional plans to guide the decision making process of the Planning and Zoning Commission and the Board of County Commissioners.

Policy 1.2: Land Use Categories, Densities, and Intensities

A. Official Future Land Use Map Established:

1. Land Use Categories shall be depicted on the Future Land Use Map series for all properties in the unincorporated area of Highlands County. This map series shall be part of the Future Land Use Element. Each land use map, of the map series, shall be consistent with the scale of the Zoning Atlas and at other scales as appropriate in order to facilitate cross referencing and identifying inconsistencies. Collectively, the land use maps shall constitute the official Future Land Use Map.

2. Each Future Land Use category shall be identified on each map by the designations established within this Comprehensive Plan.

3. A property's development potential and development order approvals shall be consistent with the Future Land Use Element as a whole and with other applicable goals, policies, and objectives of the Comprehensive Plan.

4. Urban land use designations are those land uses allowing for high density and intensity of development (4 du/ac or higher), not including the Agriculture land use, Conservation Management land use or Low Density residential land use.

B. As a means to allow aquifer recharge, the following maximum site coverage standards have been applied to the Land Use Categories described in Paragraph "D" below.

C. Nonresidential Land Use Categories: The intensity of nonresidential development shall recognize natural environmental constraints, traffic and access, the character of surrounding development, and the necessity of potable water and central wastewater installations as a prerequisite to development. The intensity to which a property may be developed for the nonresidential land uses described in Paragraph "D" below shall be governed by the indicated site coverage standards and floor area

ratios (FAR). The County shall amend its Land Development Regulations to incorporate these standards and ratios.

D. Land Use Categories:

1. Agriculture: (abbreviation = AG):

Agriculture is the predominant land use for the rural areas of Highlands County. This category encompasses those activities generally associated with rural settlements, active agriculture including biofuel feedstock and other resource based activities, and recreation and open space.

a. Starting Density: 0.20 or less, units per acre, or one (1) dwelling for every five acres.

b. Maximum Density: 1 unit per 1 acre on the receiving parcel with a density transfer pursuant to a transfer of development rights or clustering; or,

1 unit per 2 acres on the receiving parcel when transfer of development rights or clustering is required onsite to protect natural resources on sending parcels as identified on the Conservation Overlay Map. Number of dwelling units transferred is determined by the land use designation of the sending parcel~~; or,~~

~~Agricultural workforce housing shall be allowed as established by the Highlands County Land Development Regulations.~~.

Other parcels less than 5 acres must be created under the following conditions:

1) Parcels created pursuant to the family homestead provisions of the Florida Statutes and the Land Development Regulations must:

i. Have a minimum lot size of one acre;

ii. Have direct access to a publicly maintained road; and,

iii. Have at least one-half acre of upland which will be sufficient to accommodate the proposed development, in

accordance with wetland and other land protection polices contained in Natural Resource Element (NRE) Objective 3.

2) Parcels other than that created under the family homestead provision at a density greater than one dwelling unit per five acres (less than 5 acres in size) pursuant to either clustering or transfer of development rights are subject to the following provisions:

i. Individual lots shall have a minimum lot size of one acre, when resource protection pursuant to NRE Objective 3 is not involved. (Protected resources cannot be used as part of this minimum lot size computation);

ii. Must achieve the purposes of FLUE Policy 3.3 and/or protect agriculture lands that are being used for farming or achieve the purposes of the land protection objectives of Natural Resource Element Objectives 3 and 4;

iii. Must conform to all other requirements of the adopted Land Development Regulations (including platting requirements), Land Development Regulations, and Comprehensive Plan, as applicable to other agriculture properties;

iv. Have direct access to a publicly maintained road;

v. Have at least one-half (1/2) acre of land which will be sufficient to accommodate the proposed development, in accordance with wetland and other land protection polices contained in Natural Resource Element Objectives 3 and 4. (Protected resources cannot be used as part of this minimum lot size computation);

vi. Must file a legal instrument that acknowledges the receipt and understanding of the provisions of F.S. 823.14, the Florida Right to Farm Act;

vii. Must provide a minimum fifty-foot buffer and building setback from any property line between an adjacent agriculture use and any non-agriculture use proposed on the property. This buffer shall be provided by the non-agriculture development;

viii. The undeveloped portion of such tracts that is the sending parcel, and is used to transfer development density to the receiving parcel, pursuant to the transfer provisions and requirements of the transfer of development rights ordinance, must be reserved in either an agriculture, open space or conservation easement. The use of the agriculture, recreation and open space, or conservation easement for other purposes shall require an equivalent transfer of density from another parcel and the recordation of an equivalent easement that meets identical purposes of FLUE Policy 3.3, including protection of agriculture lands that are being used for farming or achieve the purposes of the land protection objectives of Natural Resource Element Objectives 3 and 4; and,

ix. The sending parcel's density must be equal or less than the receiving parcel's density

3) Subdivision development for lots greater than 5 acres shall not be required to follow the clustering or transfer of development rights provisions stated above but shall be required to conform to the platting requirements of the adopted Land Development Regulations, and

Comprehensive Plan, as applicable to other agriculture properties.

4) New subdivisions in the Agriculture land use category which create more than 20 lots are required to cluster. Such lots should have frontage on a publicly maintained road, and be reasonably accessible to other urban services.

c. Wetland and Flood Plain Density: A density of 0.10 units/acre (1 dwelling for every 10 acres) shall be assigned to any delineated jurisdictional wetland and flood plain area, within the Agriculture land use category which is depicted on the Future Land Use Map series. Any legally created property that is only partially impacted by wetlands or flood plains is exempt from this provisions, as long as development can be achieved on the property maintaining the required setbacks from lot lines and wetland resources and has a minimum of 1 acre of contiguous area for that development that is not impacted by the delineated jurisdictional wetland or flood plain area.

d. Additional Allowable Uses: Places of worship; emergency support services. Public schools (Elementary & Middle) consistent with Policy 1.5.1 of the Public School Facilities Element; to serve the rural population to the greatest extent possible collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum; and gallery.

e. Additional Uses which may be granted upon approval of an application Subject to Specific Criteria set forth in the Land Development Regulations: Other non-resource based uses such as cemeteries; agro-industrial research and education facilities (i.e. typically co-located with the agricultural or resource uses); telecommunication facilities; and self-contained temporary plants such as asphalt plants or pipe yards intended to serve a specific project for a limited period of time; solar based power generation facilities; and wastewater treatment plants, provided they meet the following: Power plants shall be allowed subject to the criteria below and consistent with the Power Plant Siting Act, Transmission Line

Siting Act, Highlands County Comprehensive Plan, and the Highlands County Land Development Regulations.

Criteria for granting such approval of additional uses shall be based upon site specific evaluation of soil suitability, stormwater treatment, traffic, land use compatibility with surrounding properties, water supply including aquifer recharge, utility availability including water, wastewater and solid waste disposal and impact on natural resources and environmental systems.

1. The provision of the facilities and services is in conformity with the provisions of this and other elements of the 2030 Comprehensive Plan;

2. The use meets all local, State, and federal regulatory requirements and performance standards;

3. The location, type, scale, density/intensity, and design of the facilities are compatible with the overall character of the existing, as well as the proposed future development of the area;

4. Facilities and structures must be located and designed in such a manner as to protect the safety of individuals nearby and to ensure that neighboring properties and structures are protected during the normal operation of these facilities and structures and in the event that the facilities or structures are damaged or destroyed; and

5. The use does not attract spin-off urban development or may not be a desirable activity in the urbanized area because of external impacts on adjacent lands.

f. Agritourism as an Additional Use: Any agricultural activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public to view or enjoy the farming activities for recreational, entertainment, or educational purposes, pursuant to Section 570.85, F.S.

g. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use; and (4) is necessary structure and infrastructure.

2. Low Density Residential: (abbreviation = RL):

This land use classification requires large lots for single-family housing which is typical of estate subdivisions or ranchettes. This land use is primarily utilized as a means to define the transition to agrarian settlement patterns within the County, such as in Existing Rural Villages. It performs the function of an urban/rural threshold around the urban cores. Low Density Residential should be the primary land use option for the development of less accessible lands or less useable lands on the Lake Wales Ridge.

a. Starting Density: 1.00 units per acre.

b. Maximum Density: 3.00 units per acre.

c. Additional Allowable Uses: Public schools (Elementary & Middle); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.

d. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

3. Medium Density Residential: (abbreviation = RM):

The development pattern for this residential category begins with the traditional development density for single-family lots on unincorporated properties in the County. Generally subdivided into quarter-acre lots, which established the starting density this land use category constituted the primary residential environment for County residents

comprising both site-built and mobile homes. Historic development patterns for this land use category favor commuter linkages from satellite subdivisions around municipalities and along arterial corridors. Housing service ranges from single-family detached neighborhoods to attached housing complexes, such as duplexes, which offer both ownership and rental opportunities. Vacant infill properties are prime candidates for this land use category. Future projects should emphasize a traditional preference for privacy, visual amenity, and low profile development: one and two story construction, ample separation between buildings, off-street parking, landscape treatments, etc. The upper end of this density range, which includes the Mobile Home Park (max. 8 dus/ac), may be achieved where existing infrastructure and paved roads exist to serve the development site or whenever special taxing districts are created to provide such infrastructure.

a. Starting Density: 4.00 units per acre.

b. Maximum Density: 8.00 units per acre

c. Additional Allowable Uses: Public schools (Elementary, Middle, & High); collocated with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.

d. Permitted Supporting Uses: include potable water and wastewater treatment plants.

e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

4. High Density Residential: (abbreviation = RH):

Land use with the highest residential development potential. Historically, this has been the predominant residential density for mobile home and attached multiple-family housing projects, although small lot subdivisions are achievable at the low end of this density range.

Prime candidates for development at this density are infill properties situated in close proximity to municipal boundaries, shopping and employment centers, the intersections of paved arterial or collector roads, and similarly developed sites. In addition to these considerations, new development or redevelopment at the upper limits of this density range may be required to connect to an existing central wastewater system and potable water system which are available to the site, or provided on site as required supporting uses.

Because of their high profile in the urban fabric, High Density Residential projects should integrate landscape treatments and buffers, screened or covered on-site parking, properly controlled internal circulation and access/egress points, and amenity spaces/facilities into the site plan.

In order to assure that High Density Residential projects are compatible with the character of neighboring residential properties and respectful to the visual perspective of the street scape, design consideration should also be given to the scale of the project; building mass, heights, setbacks, and orientations; architectural style and material treatments; and signage.

a. Starting Density: 9.00 units per acre.

b. Maximum Density: 12.00 units per acre, except that *Assisted Living Facilities* shall be allowed a maximum of 30 units per acre and affordable or workforce housing shall be allowed a maximum density of 16 dwelling units per acre.

~~b.~~c. Maximum Intensity - Floor Area Ratio: Up to 0.70 FAR for office; Up to 0.80 for other commercial uses. Density and intensity shall be calculated separately.

~~c.~~d. Additional Allowable Uses: Public schools co-located with the following public facilities to the extent possible: public recreational facilities; community centers; public library; museum and gallery.

~~d.~~e. Site Specific Criteria of *Assisted Living Facilities*: All ALF facilities must meet the following:

1) Be serviced by urban infrastructure such as centralized utilities and compact, walkable development;

2) Have access on or to a traffic collector or arterial road;

3) Have access to on-site or adjacent open space areas or to a County or Municipal Park or recreation area; and

4) Have central water and central wastewater or equivalent or comply with the restrictions of F.A.C. 64E-6.

~~e.~~f. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

5. Public/Quasi-Public Facility and Institutional Lands: (abbreviation = P):

This land use category encompasses all lands in public ownership that are used for public airports, recreation, athletic sports, stadiums, public schools, college & university campuses, military training and management, flood control, sanitary landfill, public potable water and public waste water treatment plants, civic buildings, and government activities. Quasi-public uses in this category are properties held by: privately owned institutions for the beneficial use, recreation, education, assembly, or membership of the public, including private schools, church owned land that is used for other than regular worship services (such as retreats, camps, parochial schools), facilities of nonprofit fraternal organizations, cemeteries, hospitals, park facilities, and similar places accessible to the public; utility company, railroad, and airport facilities that include such uses as administrative headquarters, corporation storage and repair yards, power stations, electrical generating facilities, electrical and liquefied gas substations, primary transmission lines, communication towers, potable water

and wastewater treatment plants, incinerators, and similar commercially operated facilities are included.

Airport related uses allowed include all uses normally accessory to an airport in addition to commercial uses, industrial uses and parks of commerce approved by the Board of County Commissioners.

a. Development Capacity: permanent residential uses between 1 unit/acre and 0.1 unit/acre (depending upon the development capacity of surrounding land uses), plus facilities and improvements necessary for the intended use or activity.

b. Maximum Intensity - Floor Area Ratio: Up to 1.00 FAR.

c. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

6. Conservation/Management Lands: (abbreviation = CM):

This land use category includes all public or private-nonprofit organization lands that have been obtained (including acquisition, conservation easements, donations and other less than fee mechanisms) for environmental research, preservation, conservation, mitigation or education purposes. Examples include Conservation and Recreation Lands (CARL) or Florida Forever sites, open space easements, flood and water management lands, native preserves, natural park land, environmental research stations, wildlife management areas, and incidental accessory improvements directly related to these uses and for access improvements, such as boat-ramps, to recreational waters and equestrian camping facilities associated with established or planned trail systems such as the Florida National Scenic Trail, a part of which is along the Kissimmee River, connecting the Chain of Lakes with Lake Okeechobee. The Conceptual Plan Line (See Administrative Section III) will show proposed CARL sites, Water Management District purchases of environmentally sensitive

land, the Kissimmee River Restoration project, proposed County purchases, or Save Our River purchases.

a. Development Capacity: 1 unit/80 acres, plus facilities and improvements necessary for the intended conservation use or activity.

b. Maximum Intensity: Floor Area Ratio: Up to 0.15 FAR.

c. Maximum Impervious Surface: Limited to that which is necessary to support the intended conservation or management use or activity.

d. Additional Uses: Campgrounds, in association with trails, trailheads and hiking stations for accessing recreation facilities such as boat ramps and equestrian camping facilities, supported by on-site parking facilities, are permitted uses when part of a management plan by a public agency and single family residential uses in vested subdivisions.

e. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

7. Commercial: (abbreviation = C)

Retail business operations which serve as convenience shopping or personal service destinations for nearby residential neighborhoods. Generally, such uses should locate at the intersection of arterial/collector roads or at the center of large scale subdivisions. Examples include dry cleaning outlets, convenience stores, salons and barber shops, pharmacies, small retail shops, branch banks, small dry goods or hardware stores, antique shops, service stations, and similar types of use.

Businesses serving a county-wide or regional market area which provide a variety of trade goods and commodities at retail and wholesale levels. These commercial uses are usually dependent upon highway or arterial intersection locations. Community serving commercial businesses may

develop in combination with neighborhood commercial businesses. Examples are large department stores, auto dealerships and repair garages, strip shopping centers, motels, larger restaurants, corporate headquarters, and other retail complexes. Shopping centers and malls over 5 acres in size must be developed under PD zoning.

Business operations that provide administrative, personal, or professional services to the general public or to other businesses. As a general rule, such uses are not associated with on-site activities common to stock and trade commercial operations, such as the retail sale and display of commodities or fair trade items. Under this heading are assisted living facilities (ALF), offices or studios for doctors, veterinarians, stock brokerages, real estate agencies, attorneys, engineers, architects, accountants, artists, postal services, financial consultants, travel agencies, and similar non-intensive, single purpose businesses. Commercial uses of a special nature range in character from rural to urban and represent a principal growth factor for the recreation/tourist economy of Highlands County. Commercial recreation businesses and resort recreation facilities which are established for seasonal populations and temporary occupancy should be the primary focus for special commercial use. Because of the specific location, factors related to recreation sport and certain commercial attractions, a special commercial uses should generally be located in proximity to Rural Villages or along a rural highway or close to the recreational feature it serves. Examples of this would be a specialized single purpose commercial use such as a fish camp resort, amusement park, outdoor farmers market, horse racing track, equestrian resort, marina, archery and gun club, golf driving ranges, or a sports complex.

a. Maximum Intensity - Floor Area Ratio: Up to 0.70 FAR for office; Up to 0.80 for other commercial uses.

b. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

c. Density as described in Future Land Use Policy 1.2.D.4, provided that the residential FAR does not exceed the commercial FAR, does not exceed 50% of the property, and is located behind or above the commercial use.

~~c.~~d. Site Specific Criteria of *Assisted Living Facilities*: All ALF facilities must meet the following:

1) Be serviced by urban infrastructure such as centralized utilities and compact, walkable development;

2) Have access on or to a traffic collector or arterial road;

3) Have access to on-site or adjacent open space areas or to a County or Municipal Park or recreation area; and

4) Have central water and central wastewater or equivalent or comply with the restrictions of F.A.C. 64E-6.

8. Commercial/Industrial Mixed Use: (abbreviation = CI):

This mixed land use category is intended to permit a limited amount of low traffic, light industrial land uses in combination with highway dependent businesses and heavy commercial operations. Examples are mini warehouses, small scale inside assembly operations, retail sales in association with citrus operations, industrial offices, outside storage facilities which are screened and landscaped, and similar uses. The commercial use is the primary use in this land use category; the industrial mixed use is an optional secondary use. An industrial use shall always be subordinate to the commercial use in site area, floor area, and traffic generation. Mixed uses must be developed in accordance with PD zoning regulations and employ buffers.

a. Mixed Use Ratio: Up to 40% of gross site area for the secondary industrial use.

b. Maximum Intensity - Floor Area Ratio: Up to 0.80 FAR.

c. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

9. Business Park Center: (abbreviation= BPC):

The Business Park Center (BPC) category is intended to provide for the placement of establishments to accommodate employment centers including logistics center, light-assembly, manufacturing, warehousing, distribution, showroom, and local and non-local office needs. The BPC is intended for land use activities conducted entirely within enclosed structures with the exception of loading and unloading.

The BPC is not intended for general retail uses or commercial offices but for major employment centers. Limited retail uses shall be allowed in the category where such uses are related to or supportive of the primary employers and businesses already located or under development within a BPC.

Business Park Centers shall be encouraged to locate around the infrastructure and centralized services which support many of the employment centers of Highlands County or within Sustainable Communities of the County. Business Park Centers may be located in other areas contingent upon provision of adequate facilities and services.

No more than 10% of the total land area of the Business Park Center category may be utilized for supportive commercial uses such as office supply, limited restaurant uses, and day care centers. Mixed uses within a BPC shall be subject to a master plan. Retail and hotel uses shall be subject to a high degree of interconnectivity for vehicle and pedestrian access within the BPC. No residential uses shall be permitted the BPC.

Hotel uses shall be an allowed use within a Business Park, and not limited to the 10 % retail component. Retail and hotel uses shall be designed with internal connectivity for vehicular and pedestrian access within the business park.

a. Maximum Intensity - Floor Area Ratio: Up to .50 FAR for non-commercial uses.

b. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

10. Industrial: (abbreviation= I):

This category generally covers land use activities which involve converting or processing raw materials; the manufacture, assembly, production, or repair of durable goods; wholesale commerce; warehousing or storage operations; distribution and shipment of cargo; and, corporate functions in association with industrial operations.

Industrial activities involving corporate offices and light industrial operations (such as small warehouses, assembly operations, distribution and shipping facilities, and like uses) shall be encouraged to locate around the infrastructure and centralized services which support many of the employment centers of Highlands County or within Sustainable Communities of the County.

Industrial uses that directly support agricultural operations (such as fertilizer plants, farm equipment repair, milk pasteurization plants) or that pose a significant nuisance from noise and odor (such as slaughter houses, juice plants, animal transport stock yards, sludge processing plants) may locate on lands depicted as Agriculture, subject to the Land Use Permit requirements of the Agriculture zoning district.

Industrial uses that are a potential endangerment to public health and safety (such as chemical plants, incinerators, waste processing facilities, the manufacture and storage of explosives, electrical generation stations and natural gas sub-stations) shall be required in all cases to locate in isolated areas, away from population centers, and generally in the rural areas of the County.

a. Maximum Intensity - Floor Area Ratio: Up to 1.00 FAR.

b. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

11. Existing Designation Category: (abbreviation = E):

The Existing Designation Category applies to those areas, uses of land, or uses of buildings that currently exist and are scattered around the County in a pattern that does not conform to the applicable sections of the Florida Statutes that prohibit sprawl or leapfrog development. These areas, uses of land, or uses of buildings were previously approved when such approvals conformed to applicable state laws and when the prohibitions against sprawl and leapfrog development did not exist. Such categories are to be considered legal designations under all applicable Highlands County growth management laws but are not allowed to expand or increase beyond the boundaries previously approved by Highlands County. All uses, uses of land and uses of buildings within these designations must meet all applicable Highlands County growth management regulations now in effect or in effect at some future date.

12. Mixed Use: (abbreviation= MU):

This category shall apply to developments that are not singular in their uses but comprised of multiple or mixed uses which require specific or selected land use districts in order to implement them. Fundamental structural elements within the Mixed Use category should be present such as compact development, mixed uses, provision for multiple modes of transportation and responsive to the environmental and cultural attributes of the development site or community. The implementing districts that may be used are the TND: Traditional Neighborhood Development district, PD: Planned Development district, and any other mixed use patterns evolving out of new urbanism practices that integrates individual land uses of differing densities and intensities. This category shall include approved Developments of Regional Impact" (DRI); approved "Florida Quality Developments" (FQD); and, Projects with a "Binding Letter of Interpretation of Vested Rights Status" (BL) from either the

former Florida Department of Community Affairs or the Florida Department of Economic Opportunity.

a. Development Capacity: Development includes approved development orders and Development Agreements in the project portfolios on file at the Planning Department.

b. Accessory Uses: The accessory activity and/or its structure: (1) is subordinate in area, extent and purpose to the principal use; (2) is consistent and contributes to the comfort, convenience or necessity of the principal use; and (3) is located on the same lot or parcel and in the same implementing zoning district as the principal use.

13. Multi Use Center (abbreviation= MUC):

The Multi Use Center (MUC) Future Land Use category is intended to provide a balanced mix of residential and non-residential uses including residences, shops, work places, parks, and other urban uses. The MUC should functionally and physically integrate a mix of commercial (office and retail), industrial, if desirable, residential (including affordable housing), recreational, and public or semipublic uses.

The mix of land uses within the MUC should produce a high internal capture of daily trips. To accomplish this, the MUC should be designed with a high degree of interconnectivity for vehicle and pedestrian access.

The MUC shall be subject to a master plan. In order to achieve a balanced mix of uses, the land uses should be provided within the following ranges:

a. Residential: Up to 80% of acreage

b. Retail/Office/Light Industrial: Up to 80% of acreage

c. Recreation/Open Space/Public/Civic Space: At least 10% of project

d. Maximum Density:

Multi-Family: 20 dwelling units per acre

Single Family: 5 dwelling units per acre

e. Maximum Intensity - Floor Area Ratio: 1.0 FAR

14. Vested Development

a. The Vested Development Category applies to subdivisions or developments that have received vested status by either Highlands County through the appropriate Administrative Section of the adopted Comprehensive Plan or by the State of Florida through the Binding Letter process or Development of Regional Impact process.

b. The developments or subdivisions covered by this category include the developments or subdivisions shown in the table entitled "List of Vested Developments" in the Technical Support Section of the adopted Comprehensive Plan. Property or land in this category shall be considered consistent with the Vested Category when the zoning is single family residential. All property included in this category shall have as their basic vested property right the development of a single family detached dwelling on at least a lot size of a quarter acre or 10,000 square feet.

c. This vesting does not waive requirements for all applicable County, Regional WMD, State or Federal permits.

15. Overlay Districts (abbreviation = OL)

This category shall apply to areas that are not singular in their uses but comprised of multiple or mixed uses and which have established specific policies to guide development. This designation is intended to set standards and guides for future development entitlements achieved through Comprehensive Plan Amendments, Development of Regional Impact (DRI) review process, processed through an optional Sector Plan pursuant to section 163.3245, Florida Statutes, or other applicable growth management legislation such as may be permitted under Florida Statutes which may include a full or partial exemption from DRI review to the extent allowed by state law, or pursuant to a written

agreement executed by Highlands County and the state land planning agency.

16. Public Water Supply: (abbreviation PW)

This category includes all lands allowing the development of potable water facilities. It is the intent of this district to:

a. Attain consistency between the PW, Public Water Supply zoning district and the Public Water Supply Land Use Classification, as required by Chapter 163 of the Florida Statutes;

b. Maintain and protect the natural and man-made environment and resources in a manner protective of the water supply;

c. Ensure the availability of adequate dependable sources of good quality water for domestic; residential, commercial, and industrial use, as required by Chapter 163 of the Florida Statutes;

d. Protect both quantity and quality of groundwater supply and to protect groundwater supplies from potential contamination; and

e. Safeguard the health, safety, and welfare of the citizens of Highlands County.

1) Permitted Uses: Only uses functionally related to the water supply system; open space; passive recreation, parks with no structures or impervious surfaces except for fencing; active recreation activities with no vehicles; structures or imperious surfaces; and, ballfields or playfields.

2) Permitted accessory structures: Only structures accessory to the permitted principal uses are allowed.

3) Prohibited Uses: Uses not functionally related to a water supply system or to the other uses cited in a. above. No parking areas, structures, or impervious surfaces, except for those shown as permitted or accessory shall be allowed.

4) Minimum Lot Requirements: As defined by the Highlands County Land Development Regulations.

5) Requirements: An Environmental Clearance Report (ECR) is required pursuant to NRE Policy 3.3.E., and all requirements of Objective 6 of the Natural Resource Element must be satisfied.

6) Density and Intensity: No commercial, industrial, or residential density or intensity are allowed except for FAR and impervious surface that is directly related to public water supply.

7) Applicability: This land use category and its implementing zoning district shall apply to ~~all~~ only those potable water facilities that ~~must obtain a Water Use Permit from a Water Management District.~~ have a PW land use designation before March 3, 2020.

E. Nonconformities: The County shall allow all land use activities made nonconforming by the Comprehensive Plan to continue as nonconforming uses to the extent allowed by County Land Development Regulations governing nonconformance. Without exception, no expansion or reestablishment of a nonconforming use shall be allowed beyond that permitted in the County's Land Development Regulations or vesting order.

The guiding principles for preparing the County's land development regulation on nonconformance are expressed below:

1. Nonconforming uses may continue and, under certain conditions, may be expanded, restored, altered, or improved in conformity with character of surrounding uses, for public health and safety, to abate public nuisances or eyesores, to allow the beneficial enjoyment of property in keeping with similar uses or activities allowed to other properties, or to achieve the purposes and intent of Comprehensive Plan policy. Any expansion of nonconforming uses must otherwise be consistent with the provisions of this Plan.

2. Nonconforming structures or uses must have been existing prior to the adoption date of this Comprehensive Plan policy.

3. No future action by County government shall create additional nonconformance or a nonconforming situation.

4. If the nonconforming use is discontinued for a certain period of time prescribed by County regulations, subsequent use or development of the property shall be made to conform to the current zoning district regulation for that property.

F. Density and/or Intensity in Wetlands: For the purposes of implementing this policy, a density of 0.10 units/acre (1 dwelling for every 10 acres) shall be assigned to any delineated jurisdictional wetland and flood plain area, within any Agricultural or Residential land use category which is depicted on the Future Land Use Map (FLUM).

For non-agricultural or non-residential uses, 25 percent (25 %) of the FAR for a delineated jurisdictional wetland or flood plain area in any Commercial, Commercial/Industrial Mixed Use and Industrial land use categories depicted on the FLUM shall be assigned, unless a mitigation option is selected from NRE Policy 3.16.

In the event a property owner wishes to transfer development rights (TDR) from off of the delineated jurisdictional wetland or flood plain, it may be granted only at the starting density of the Agriculture or Residential land use category in which the delineated wetland and flood plain are located.

(Example: *Agriculture*; 1 dwelling unit for every 5 acres may be transferred; *Low Density Residential*; 1 dwelling unit for every 1 acre may be transferred).

1. Owners of property that are lots of record, in a district in which dwellings are permitted, may erect a single family residential dwelling and customary accessory buildings pursuant to NRE Policy 3.5 and to the provisions of the Land Development Regulations.

2. Any legally created property that is only partially impacted by wetlands or flood plains is exempt from this provision, as long as development can be achieved on the property maintaining the required setbacks from lot lines and wetland resources, and in the Agricultural land use category, has a minimum of 1 acre of contiguous area for that development that is not impacted by the delineated jurisdictional wetland or floodplain area. In other Residential land use categories, a minimum contiguous area for development that is not

impacted by the delineated jurisdictional wetland or flood plain will be pursuant to the development capacity for that category.

Policy 1.3: Recognition of the Existing Rural Village, and Specific Neighborhoods

A. Definition of Rural Village, Rural Neighborhood and Suburban Neighborhood:

Locales to be designated for Rural Village, or Specific Neighborhood overlay categories are existing communities identified on the Future Land Use Map series. These are places where some higher density residential and neighborhood commercial uses may be established through either buildout of existing developments or Future Land Use amendments. These higher density developments should be complimentary to existing neighborhoods.

The Rural Village includes:

Rural Village of Lorida

The Rural Village and Specific Neighborhood designations recognize existing and emerging neighborhoods in rural areas of the county. These areas have been identified on the Future Land Use Map.

The General purpose statements and Planning guidelines expressed in Paragraphs B, C, D, E, and F below are intended to guide future development of these areas. The designated Rural Village is Lorida.

1. Rural Village: The rural village is a small community, usually of historical significance developed over a number of generations and possessing a cultural cohesiveness and place identity. Generally, one or more churches have been established and a central facility is available for social events as well as a common open space for outdoor recreation activities. The village is innately residential in function, but possessing the attributes for mixed uses inasmuch as the early settlement was around a number of commercial/service activities accommodating local residents, local agricultural needs and the traveling public. Currently, the village has become the focus for people preferring to live in a tranquil rural environment, on a larger lot and/or to maintain animals for recreation or consumption.

Usually the core of the village is structured by an earlier platted subdivision of small lots from which an accretion of larger lots have occurred over the years that have split from adjacent larger parent parcels resulting in density decreasing outward from the center of the village and affording a variety of housing types.

The village will accommodate a diversified population of young families and retired couples requiring public and personal services coupled with attendant commercial/retail facilities. This diversity will generate local employment opportunities and lessen the dependency of the village on the incorporated communities for this requirement. Another factor of significance is the lessening of job and shopping related vehicular trips on the inter-community highways as these needs are partially met internally.

Public facilities such as a central potable water system and a central wastewater system would be considered future up-grades from existing individual private potable water wells and on-site wastewater treatment and disposal systems. Whether central systems are initiated by a utility provider that services the unincorporated County or a private developer to accommodate a specific scale of development; or, a combination of both the said utility provider and the developer installing the systems through a development agreement, such systems are encouraged by the Comprehensive Plan Infrastructure Policies 1.5, 2.1 & 6.5.

Light industrial uses would be appropriate within the sphere of influence of the village, inasmuch as the comparative advantage in location places the village within centralized positions favorable for serving the agri-business community. The locale identified and designated as a Rural Village overlay category is LORIDA.

2. Specific Neighborhoods: These are the typical large residential developments, created by land development entrepreneurs and characterized by aggressive promotional sales techniques that reach beyond national boundaries. The initial improvements were oriented toward the recreational benefits available within the development for the potential investor, such as an 18-hole golf course, club house, swimming pool, and tennis courts. The essential product of these developments was the single family lot for the second home or retirement home buyer. Higher density

products were offered such as duplex, villa and small unit condominiums. Commercial facilities were programmed into the overall development plans. These developments were repetitious in street and lot layout, seemingly ignoring the various site characteristics which would normally influence street alignments and lot configurations. Also, public uses such as school sites and neighborhood parks were not seriously considered, perhaps due to the average age of the initial lot buyer being past the normal child bearing ages. The development patterns for these neighborhoods have been established by their respective Plans and all future development will be build-out of these Plans as they were platted.

Water and wastewater facilities are, in part, provided through initial investor owned systems within these developments. However, these facilities will require up-grading and expanding as new development phases are initiated. Sufficient development has occurred within each of these specific neighborhoods to establish place identity for the residents in relation to the incorporated community to which they are adjacent.

B. Land uses within the Rural Village and Specific Neighborhoods shall be designated with the appropriate land use category.

C. Approval of New Land Uses within the Existing Rural Village or Specific Neighborhood Overlay Category: New development or new land uses within the Rural Village, or Specific Neighborhood are required to obtain both Plan amendments and, where applicable, consistency rezones. Optimal physical standards structuring the spatial characteristics of the multiple center categories mentioned above are as follows:

1. Rural Village:

Approximate population: 400 to 2400 persons

Approximate dwelling units: 200 to 1200 D.U.

Density Less than or equal to 1 D.U. per acre without central water system.

Less than or equal to 2 D.U. per acre with central water system.

Equal to or greater than 2 D.U. per acre up to 4 D.U. per acre with central water and wastewater systems and 50% of site in natural open space.

Village Green (Park): 200 S.F. per D.U. (4 acre minimum, centrally located, and where applicable, adjacent to a school site)

2. Specific Neighborhood:

Approximate area: Limits of the existing approved subdivisions.

Approximate population: Correlated with existing platted lot build-out (average persons per household (PPH) in 1990 US Census was 2.28; est. PPH in 2020 is 2.02).

Approximate dwelling units: Limit of platted lots within the planned subdivisions.

Density: Established by the existing vesting order or applicable vesting policies applied to the subdivision.

Neighborhood Green (Park): 200 S.F. per D.U. (4 acre minimum, spatially equally centered within the neighborhood, or if applicable, adjacent to any subsequently located school within the planned neighborhood).

D. Future Commercial Development Consistent with Need and Compatible to Existing and Future Uses: Compatible commercial development shall be allowed in appropriate locations throughout the County including the Rural Villages and Specific Neighborhoods.

The subsequent location of all new commercial uses shall, when possible, relate directly to established commercial uses and/or planned commercial centers consistent with the character of the surrounding noncommercial development. The focus of the commercial development should be to support the needs of residents and visitors as well as agricultural activities and to provide the consumer with goods and personal services which are generally unavailable in the community.

Commercial uses shall, when possible, be located, in proximity to arterial road intersections or where a pattern of existing commercial uses has already been established.

Small-scale commercial infill proposals are appropriate when the use will reinforce an existing land use pattern or in a land use pattern that is evolving into a center of business activity.

Small shopping centers, typical of strip development where off-street parking separates the shops from the street, shall be discouraged and the neo-traditional view of village and town centers shall be reinforced. In other words, commercial/retail facilities offering a variety of consumer goods and services, when appropriately located and designed placing the parking to the rear of the shops and accessed off of side streets, shall be consistent with the scale of the community.

The following criteria shall be used when approving commercial, business or office uses.

1. The proposed commercial site is within 1/8 mile of the intersection of roads depicted on the Future Traffic Circulation Maps as Major Collector or higher or is adjacent to an existing commercial use having frontage along an arterial road or highway;

2. The proposed commercial site will assure compatible development in scale with the surrounding uses and will not create or promote the expansion of a nuisance, hazard, or eyesore;

3. The gross floor area does not exceed a cumulative cap of 52 square feet per dwelling unit within the immediate rural or specific community. However, in the event to insure the efficacy of the proposed project because of economies of scale, the additional gross floor area is not to exceed the cumulative commercial gross floor area total representing 125% of the existing dwelling units in the community; and

4. The development approval provides conditions to assure that the proposed site will be compatible with the character of surrounding community.

E. Future Residential Development: Additional compatible residential development shall be allowed throughout the County to accommodate projected growth and to implement the desired General Growth Strategy.

Compatibility through appropriate site and building design measures, such as the use of landscape buffers, setbacks,

appropriate massing, height, and architectural design shall be considered to determine compatibility.

In the existing Rural Village and the Specific Neighborhoods a limited amount of higher residential densities shall be appropriate to promote affordable housing with a variety in rental and ownership housing in these areas at all income levels.

Criteria for evaluating residential land use proposals are:

1. *Requirements for Rural Villages and Specific Neighborhoods*: Densities shall not be higher than 1 dwelling unit per gross acre, unless a public water and/or wastewater system will serve the project site. In the latter instance, density may be allowed up to a maximum of 2 dwelling units per gross acre.

   Clustered development, which devotes at least 30% of site acreage to natural open space and landscaped buffers, may be allowed. Gross densities may be allowed to exceed 2 dwelling units per acre if 50% of the proposed site is devoted to natural open space and landscaped buffers, but not to exceed 4 dwelling units per gross acre when both public water and wastewater systems are available.

   Whenever the proposed residential site contains, or is adjacent to, agriculturally zoned land, surface water bodies or listed natural environmental resources, development shall be set back the prescribed distance established in the appropriate Land Development Regulations, from the identified boundaries of these features.

2. *Re-platting subdivisions*: Planning alternatives for the larger existing specific neighborhoods shall encourage re-platting to spatially achieve environmentally sensitive lot configurations, cluster developments, open space easements and the provision for central wastewater and water service and cost-effective deployment of other infrastructures.

3. *Other criteria for approval of higher density residential uses:* The following findings shall be made when approving land use approvals for higher density residential projects:

   a. The proposed residential site will assure that clustered development or transfers of development

rights, if used, are in accordance with all applicable Land Development Regulations; and

b. The amendment provides conditions to assure that development of the proposed site will be compatible with the character of surrounding established uses and will not create or promote the expansion of a nuisance, hazard or eyesore;

Policy 1.4: New Land Fill Site

The County shall continue to operate a landfill site providing compatibility with adjacent land uses and having a capacity to accommodate all the solid waste needs of the County. Should a new landfill site become necessary, the County shall work to properly locate such a site while considering effects on the natural environment.

Policy 1.5: Proper Siting of Utility Distribution

A. Utility distribution lines shall be permitted in all of the land use classifications in accordance with County Land Development Regulations. The design of such facilities shall be subject to the approval of the County Engineer.

B. Utility primary transmission lines and appurtenant installations shall be located in existing transmission line easements away from arterial rights-of-way where feasible and where all State and local requirements can be met.

C. The County shall continue to implement the Land Development Regulations to include provisions for the location of primary electric transmission lines, natural gas transmission lines, substation facilities and other technologies. These regulations shall address affected utility lines or facilities locating within 500 feet of a residential zoning district. The required Utility Use Permit for any lines or facilities having a capacity above the stated threshold shall be approved by the Board of County Commissioners.

D. The County shall continue to implement a process for local review and comment to the appropriate agency for power plant siting and transmission corridor projects (gas and power) proposed to be located in the County.

Policy 1.6: Right to Farm

The County shall continue to promote right to farm precepts pursuant to Florida Statute 823.14. Agricultural lands shall be protected from encroachment by urban uses through:

A. Requirements for open space buffers pursuant to Future Land Use Policy 4.4;

B. Clustering in rural areas pursuant to Future Land Use Policy 4.3; and,

C. The ability to transfer development rights from agricultural lands to other lands appropriately situated for new development pursuant to the General Growth Management Strategy.

Policy 1.7: Public Schools

The County shall facilitate the adequate and efficient provision of public schools by:

A. Encouraging public schools for consideration in appropriate locations for suitable Future Land Use categories. The land use categories in which schools are an allowable use and the appropriate location criteria to guide the collocation of other public facilities such as community centers, parks, and libraries, to the extent possible, adjacent to existing school sites shall include Agriculture (to serve the rural population to the greatest extent possible), Low Density Residential, Medium Density Residential, High Density Residential, and Public/Quasi-Public Facility, and Institutional Lands categories. Land Development Regulations (LDRs) shall address conditions including, but not limited to the following:

1. Proximity to major overhead high voltage transmission lines;

2. Proximity to major gas transmission lines;

3. Proximity to water and wastewater treatment plants;

4. Proximity to known landfills;

5. Location within one-hundred-year floodplain unless compensating storage is provided on site;

6. Proximity to high congestion or impact areas such as limited access highway interchanges, active railway crossings,

heavy access used by emergency vehicles and traffic arteries or interchanges with four or more lanes in any one direction (including turn lanes);

7. Or any site prohibited by law for use as a public school.

Within the confines of the LDRs, any disagreement shall be first resolved by staff and if not resolved at that level shall be resolved by joint meeting of the Board of County Commissioners and the Highlands County School Board.

B. Addressing public school facilities pursuant to the provisions of Sections 163.3161(4), 163.3164(38), and 163.3180, Florida Statutes.

C. Cooperating with the School Board in its efforts on school planning, site selections and construction; and coordinating with the School Board in development approval pursuant to Chapter 1013, Florida Statutes.

D. Subject to the specific circumstances and program requirements established by the School Board, the minimum public school site areas are:

1. Elementary School - 20 acres.

2. Middle School - 40 acres.

3. High School - 60 acres.

E. Location criteria subject to site-specific circumstances determined by the School Board include:

1. Consideration of issues cited in A. above;

2. Minimize average home-to-school travel distances by locating elementary and middle schools as close as practical to existing and planned residential neighborhoods;

3. Direct access to elementary and middle schools should be, at a minimum, off a collector road that does not direct traffic to and from the school through the residential neighborhood;

4. Avoid locating elementary and middle schools adjacent to railroad rights-of-way or within the path of flight approaches to any airport;

5. Consistent for elementary, middle, and high schools, properties adjacent to or within the range of existing and potential land use and users producing ambient noise, odor, or other disturbances that would likely interfere with educational programs should be avoided;

6. Grant priority status to those potential future sites, possessing the above attributes, that are within the service areas of centralized water, wastewater and fire protection consistent with the Infrastructure Element Policy 5.1;

7. Seek to co-locate public facilities such as parks, libraries, and community centers with schools to the extent possible.

F. Land use planning coordination with the School Board includes:

1. The School Board shall be represented by its designee, on the County's Predevelopment Conference Committee (PCC) and the Development Review Committee (DRC) which reviews all development order requests set by the chairman's agenda;

2. As a member of the PCC and DRC, the School Board's designated representative shall receive communications, staff reports, relevant data and information pertaining to Comprehensive Plan implementation and County-wide development activity;

3. The School Board may use either the PCC or the DRC or others to convey to the County its planning and programming proposals pertaining to §1013.33, F.S., coordination of planning with local bodies; and,

4. The County may use either the PCC or the DRC as one of the several avenues it may use to implement Intergovernmental Coordination Element Policy 3.1: Public Schools.

G. Maintaining, for public review, a listing of capacity-deficient public schools and the School Board's Educational Plant Survey and Capital Financial Strategy.

Policy 1.8: Location Criteria for Industrial Parks and Parks of Commerce

The County shall encourage the location and clustering of major commercial and industrial activities to enhance the comparative advantage of these uses to develop in Highlands County over areas

outside the County. Location criteria, subject to site-specific circumstances, determined by tested experience within the industry nation-wide shall include;

A. Uniform slope, stable soils, non-flood area. If the environmental problems exist pursuant to NRE Objective 3, the opportunity to mitigate should be available.

B. Adjacent vacant lands available for potential future expansion. (i.e., earmarked site not surrounded by urban development)

C. The location will not have negative impact on the adjacent community if industrial processes produce smoke, noise, vibrations, ambient light, etc.

D. Effect upon the community or natural environment, if the site has extensive natural vegetative cover that will be required to be removed to accommodate the industry.

E. Have in place or preparation being made to put in place, water, wastewater, power and gas with sufficient capacity to accommodate the potential demands of the industry.

F. Sufficiently served by fire, police and refuse collection.

G. Utility easements crossing the site do not negatively impact lot layout or other factors on this list.

H. Sites of sufficient size, 100 acres or larger, preferably capable of expansion to at least 300 acres.

I. Sites within the industrial subdivision or park should range in size from 2 acres to 5 acres in relatively simple shapes (preferably square) capable of being combined to create parcels of 25 to 50 acres or more if needed.

J. All access to the sites should be fully improved, preferably arterials or major collectors, with the industrial sites having direct access.

K. Each site sufficiently designed or configured to accommodate at least 2 separate access points, employees by car and truck entrances for loading and unloading. A third preferable access would be rail depending upon the industry's requirements.

L. Performance standards should be in place informing the industry of its responsibility to conduct an orderly and acceptable operation

that will reflect a positive image for the community, which includes on site landscape considerations.

M. Compact Urban Development Areas within Sustainable Communities.

No Change

Future Land Use Element

There are no proposed text amendments to Objectives 2 through 16 of the Future Land Use Element. This is shown below as "(No Change)".

Objective 2: Purpose And Intent Of The Future Land Use Map - (No Change)
Objective 3: Platted Lands Strategy - (No Change)
Objective 4: Land Development Regulations And Project Reviews - (No Change)
Objective 5: Concurrency Clearance - (No Change)
Objective 6: Protect Groundwater Resources - (No Change)
Objective 7: Protect Cultural Resources - (No Change)
Objective 8: Kissimmee River - (No Change)
Objective 9: Protect Natural Resources - (No Change)
Objective 10: Military Base Encroachment - (No Change)
Objective 11: Hazard Mitigation - (No Change)
Objective 12: Lake Placid Regional Plan - (No Change)
Objective 13: Directing Urban Development Within Highlands County Will Be Facilitated By The Use Of Specific Area Plans- (No Change)
Objective 14: Sustainable Community Overlay And Sustainable Community – Characteristics - (No Change)
Objective 15: Site Specific Developments - (No Change)
Objective 16: Voluntary Vision Plan Framework - (No Change)

HOUSING ELEMENT

The areas within the Housing Element that propose text amendments are in the existing Table of Contents and policies in Objectives 2 and 9. The proposed text amendments are presented in legislative format.

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HOUSING ELEMENT

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OBJECTIVE 2: PROVIDE AFFORDABLE HOUSING

The County shall assist in providing opportunities for affordable, structurally sound housing for current and seasonal residents regardless of age, race, sex, persons with disabilities, or family size.

Policy 2.1: County Housing Assistance

Upon request, the County shall provide information and technical assistance to the private and non-profit sectors, including special interest groups such as self-help housing providers, to assist in the production of new housing units. Such assistance may include help in the preparation of applications for grants or low interest loans from federal or state funding agencies; or, the consideration of applications for density bonuses for the provision of very low, low, and moderate income housing.

Policy 2.2: Streamline Review Process

The County shall continually monitor and review its development approval process to identify and eliminate any unnecessary impediments to the provision of housing within the community, ensuring all housing applications including workforce, affordable, and very low, low and moderate income housing applications are processed as quickly as possible.

As part of this review the County shall include review of potential regulatory changes which may affect housing cost.

The County shall implement the streamlined review and adoption process for amendments to the Comprehensive Plan consistent with state regulations.

Policy 2.3: Affordable Housing Developed with Adequate Infrastructure and Services

Affordable housing shall be located where adequate infrastructure and services are available.

Policy 2.4: Waiver or Deferral of Workforce and/or Affordable Housing Impact Fees

The County shall consider providing for the total and/or partial waiver or deferral of certain impact fees generated by the construction of owner-occupied and/or rental housing for very low, low and moderate income households.

The annual amount allocated to Impact Fee waivers or deferrals shall be limited to the amount approved by the Board of County Commissioners.

Policy 2.5: Housing Assistance Plan

The County, where eligible, shall participate in the SHIP Programs and shall maintain and update a local housing assistance plan created to make affordable residential units available to persons of very low income, low income, or moderate income and to persons who have special housing needs, including, but not limited to, homeless people, the elderly, and ~~migrant farm~~ agricultural workers. The plans are intended to increase the availability of affordable residential units by combining local resources and cost-saving measures into a local housing partnership and using private and public funds to reduce the cost of housing.

Policy 2.6: Infrastructure Coordination

The County shall monitor infrastructure capacity and coordinate potential sites with availability such that capacity for housing for very low, low, and

moderate income persons is reserved with a high degree of priority as opportunities arise.

OBJECTIVE 9: ~~FARM WORKER~~ AGRICULTURAL ~~WORKFORCE~~WORKER HOUSING

Encourage the development of ~~farm worker~~ agricultural ~~workforce~~worker housing to meet the needs of agricultural businesses in the County.

Policy 9.1: ~~Farm Worker~~ Agricultural ~~Workforce~~Worker Housing Project Density

The County shall continue to ~~allow housing~~encourage clustering for ~~for farm~~ agricultural workers and their families, ~~at densities up to 10 units per acre,~~at net densities up to 10 units per acre, ~~-~~in areas designated for Agriculture on the Future Land Use Map.

~~Maximum density for agricultural workforce housing shall be allowed as established by the Highlands County Land Development Regulations.~~

Policy 9.2: ~~Migrant Farm Worker~~ Agricultural ~~Workforce~~Worker Housing

The County shall actively assist private industry and the County Housing Authority to increase the supply of ~~legal migrant farm worker~~ agricultural ~~workforce~~worker housing.

Policy 9.3: Assisted ~~Farm Worker~~ Agricultural ~~Workforce~~Worker Housing

Highlands County shall coordinate and work with the Highlands County Housing Authority to apply for applicable funds to increase the supply of ~~farm worker~~ agricultural ~~workforce~~worker housing.

Policy 9.4: The County shall continue to provide incentives to encourage private industry to develop new housing for ~~farm~~ agricultural workers.

No Change

HOUSING ELEMENT

There are no proposed text amendments to Objectives 1, 3 through 8 and 10 of the Housing Element. This is shown below as "(No Change)".

Objective 1: Housing Implementation Program – (No Change)
Objective 3: Programs and Grants to Eliminate Substandard Housing – (No Change)
Objective 4: Identify Housing Subsidy Sites – (No Change)
Objective 5: Manufactured Home Target – (No Change)
Objective 6: Group and Foster Care Housing – (No Change)
Objective 7: Preserve Historic Housing – (No Change)
Objective 8: Displacement by Government Actions – (No Change)
Objective 10: Reduction of Greenhouse Gases and Increase in Energy Efficiency – (No Change)

INFRASTRUCTURE ELEMENT

The area within the Infrastructure Element that propose text amendments are in the existing policy in Objective 6. The proposed text amendments are presented in legislative format.

Objective 6: Provide Sufficient Potable Water To Residential And Non-Residential Users Within Water Service Areas Consistent With The Water Supply Facilities Work Plan

INFRASTRUCTURE ELEMENT

OBJECTIVE 6: **SUPPORT THE UTILITY PROVIDERS THAT SERVE THE UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY IN PROVIDING SUFFICIENT POTABLE WATER TO RESIDENTIAL AND NON-RESIDENTIAL USERS WITHIN WATER SERVICE AREAS CONSISTENT WITH THE WATER SUPPLY FACILITIES WORK PLAN**

UTILIZE THE DATA, ANALYSIS, AND RECOMMENDATIONS OF THE WATER SUPPLY FACILITY WORK PLAN (WSFWP) AS A GUIDE TO MONITOR WATER PROVIDERS SERVING UNINCORPORATED PORTIONS OF HIGHLANDS COUNTY.

Policy 6.1: Water Supply Plan Updates

A. Highlands County shall coordinate with the staff of the South Florida and Southwest Florida Water Management Districts as Regional Water Supply Plans are updated. Within 18 months of completion of the updates to the South Florida and Southwest Florida Water Management District Plans, the County shall update its 10-Year Water Supply Facilities Work Plan and related water supply policies to address alternative water sources, water conservation and needed capital improvements.

B. The County hereby adopts by reference the Water Supply Facilities Work Plan, dated February 21, 2017, and titled “10-Year Water Supply Facilities Work Plan Update 2017-2027.” The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the County.

Policy 6.2: Design Capacities for Public Water Systems

A. The County shall coordinate with the utility providers that service the unincorporated areas of the County to ensure that the following minimum design standards to residential water systems are maintained:

RV Park	75 gpcd

Mobile Home Park	100 gpcd
Single Family Residential	120 gpcd
Multi-Family Development	120 gpcd

B. The County shall assist the utility providers to ensure there is a total project water storage capacity (in combination with standby pumping capacity) of at least 50% of the maximum daily water system demand.

Minimum water pressure for fire-flows shall be 20 pounds per square inch, with minimum flow capacity as follows:

Residential	500 gallons per minute
Commercial	750 gallons per minute
Industrial	1,000 gallons per minute

On the calculated fire flow rate based on a higher psi.

C. The County shall continue to administer Land Development Regulations which require new development or redevelopment to meet or exceed the above standards, unless greater or lesser flows/capacities are demonstrated to be required or adequate to serve the project.

Policy 6.3: Study Existing Public Water Systems

The County staff shall monitor the entity having operational responsibility as they continue to compile data on current demand, level of service, and an analysis of the general performance for each identified public and private potable water facility. The information generated by this survey shall be used as reference material for implementing Future Land Use Policy 6.2.

A. The County shall coordinate with the utility providers to monitor water supply source deficiencies and improvements serving unincorporated portions of Highlands County as tracked by the Water Supply Facilities Work Plan.

B. The County shall coordinate with the utility providers to monitor water supply demands created by new development within the County for their impacts upon public water supply providers and as it pertains to the Regional Water Supply Plans of the SWFWMD and the SFWMD.

C. Where practical, the County shall assist the utility providers to decentralize their potable water by locating new wells and associated water supply infrastructure in strategic locations to assure sufficient water pressures throughout the system and to distribute aquifer draw downs.

D. The County shall coordinate with and strongly encourage utility providers, wherever possible, construct its water distribution systems, comprising loops, to more evenly maintain consistent water pressure.

Policy 6.4: Water Storage Deficiencies

The County shall work in conjunction with the utility providers that service the unincorporated portions of the County, SWFWMD and SFWMD to eliminate water storage deficiencies. Existing developments having water storage capacity deficiencies shall give priority to the elimination of such deficiencies.

Policy 6.5: Mandatory Connection to Central Water System

Connections to Central potable water systems shall be guided by the following:

A. Except for lots greater than one gross acre, require connection to the central water system for all new development within one-quarter mile of an existing water line.

B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:

1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:

a. Connect to an existing system; or

b. Construct or guarantee to construct an approved central potable water system, or sufficiently upgrade an existing system to serve the entire proposed project.

2. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than one (1) gross acre in size shall be required to provide or guarantee to provide a central potable water system designed to support all phases of the development to provide for future fire suppression requirements including hydrant connections.

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within 1/4 mile of an available system.

D. The Town of Lake Placid Utilities, to include the former Placid Utilities and Highway Park Utilities shall endeavor to provide potable water service to all existing residences and businesses within the unincorporated portion of its prescribed service area, scheduled by an

annual update of the Water Supply Facilities Plan. Each new residence and business developed within the unincorporated portion of the Town of Lake Placid Utilities Service Area shall be required to connect to public potable water services, and where available, shall have access to reclaimed water for irrigation and industrial/commercial use.

E. The County shall require all residences within the unincorporated portion of the Town of Lake Placid Utilities Service Area that are using intercept devices provided by the Department of Environmental Protection and the Department of Health, due to well-water contamination, to connect to the potable water system, when it becomes available, within a time certain established by the Board of County Commissioners.

F. Wherever a utility provider has assumed the responsibility to provide water connections in areas subject to surficial aquifer contamination, the utility provider shall continue to plan for and provide potable water service to existing and proposed development within its selected service areas.

G. The County shall encourage utility providers to proactively investigate the opportunities for grant–in–aid, provided by the various state agencies responsible for water quality control, and to implement programs for domestic hook-ups to public potable water systems.

H. Incremental installation of the potable water and fire suppression system to accommodate phased development may be allowed upon approval by the Board of County Commissioners.

I. Private drinking water systems shall be required to meet the level of service standards set forth in Infrastructure Policy 6.2.

J. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within 1/4 mile of an available system.

K. Pursuant to F.S. 163.3180, prior to the issuance of a building permit, the developer shall submit written guarantee from the water supplier to ensure adequate water supplies will be available by the date of issuance of a Certificate of Occupancy and no Certificate of Occupancy shall be issued until potable water is available to the unit.

Policy 6.6: Wellhead Protection Zones

A. For a use or development activity known to adversely affect the water quality of public water supplies, the County shall require a "Wellhead Protection Zone" around all public potable water wells and entirely on the affected property whenever possible. Existing land uses and activities

within the Protection Zone as of the effective date of this policy (May 2, 1994) shall be considered a legal nonconforming use.

1. *Zone of Exclusion* is that area within a 200-foot radius around an affected wellhead.

   Only the following future land uses and development activities shall be allowed:

   a. Uses functionally related to the water supply system;

   b. Open space, parks, playgrounds, playing courts, open air shelters, and other similar recreation facilities; and,

   c. One single-family dwelling unit per parcel, tract, or lot that may be entirely or partially within this Zone of Exclusion, provided that it was created on or before the effective date of the adoption of this policy and provided that the residence cannot feasibly or practicably be located outside this Zone.

   No parking areas, structures, or impervious surfaces - except for those listed above or accessory to residential uses - shall be allowed in this Zone of Exclusion.

2. *Zone of Control* is that area within a 600-foot radius around an affected wellhead.

   All the land uses and activities listed below shall be prohibited:

   a. The bulk storage, processing, or disposal of off-site generated hazardous waste, special solid waste (as defined by County Land Development Regulations), and medical waste;

   b. Central Wastewater system lift stations, wastewater treatment plants, percolation ponds, and sludge or septic land application sites;

   c. Landfills, landfill operations, open dumps, junkyards, and the processing or disposal of solid waste which is not generated at the site;

   d. Mines and mining operations which intersect or disturb the groundwater table;

e. The bulk storage, mixing, processing, production, or disposal of:

i. Any pesticide for which an area of groundwater contamination has been delineated by the Florida Department of Environmental Protection within Highlands County under Chapter 62-524 F.A.C.; and,

ii. Sewage and sludge.

f. The bulk storage or disposal of pesticide containers;

g. Agricultural and industrial processing plants;

h. Feed lots or other concentrated livestock yards or facilities;

i. The bulk storage, mixing, processing, production, or disposal of substances listed in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA) in 40 CFR Part 302, Table 302.4 which are known to pollute or contaminate groundwater; and,

j. The application of fertilizers, except if done in accordance with application rates recommended by the Institute of Flood and Agriculture Services (IFAS) or in accordance with the Best Management Practices published by IFAS, whenever applicable.

3. Within the Zone of Control, the land uses and activities listed below shall be restricted:

a. Industrial land uses and development activities not covered above, including the installation of infrastructure in support of such development, excepting that which is necessary for well construction, appurtenant operational and distribution facilities, and well maintenance activities; and,

b. Golf courses, citrus groves, caladium fields, plant nurseries, or other commercial food crop cultivation or high intensity agriculture operation.

B. For purposes of implementing this policy, the setback standards and prohibitions expressed in paragraph "A" above shall not apply to existing land uses or activities around non-public potable wellheads. The term "existing" in this context shall mean prior to the effective date of this

policy's adoption. If, however, the existing land use or activity changes status after the effective date of this policy's adoption, the setback standards and prohibitions shall apply henceforward to the property.

C. For the purpose of implementing this policy, a public potable water well shall mean any well connected to a public or private potable water supply system which has 15 or more service connections or regularly serves a minimum of 25 persons daily at least 60-days per year, as defined by Chapter 62-550 F.A.C.

D. The setback standards expressed in paragraph "A" may be increased or decreased on the basis of specific hydrological data which supports an expansion or a reduction of the area encompassed by a Wellhead Protection Zone. Furthermore, these setback standards may be reduced or increased in specific instances where the governing regulations of State permitting agencies prescribe a setback distance from the wellhead.

E. Should groundwater contamination be traced to the use of labeled pesticides, the County shall request that the Department of Agriculture and Consumer Services (DACS) review the pesticide in order to determine whether additional DACS restrictions are necessary to protect groundwater from further contamination by the use of such pesticide.

F. Public potable water wells shall be abandoned in accordance with Chapter 62-532, F.A.C.

Policy 6.7: LDRs for Wellhead Protection Zones

The County shall continue to administer development standards within its Land Development Regulations which are consistent with the provisions of Policy 6.6 relating to wellhead protection zones.

Policy 6.8: Clearinghouse Procedures for Public Water Systems

A. Any development application which involves the construction of a new, or retrofit of an existing public potable water well system, as defined by Chapters 62-532, 62-550 & 62-555, F.A.C., shall be forwarded to the following agencies for regulatory review prior to the County taking action on the affected application:

1. Florida Department of Environmental Protection (DEP);

2. Florida Department of Health (FDH);

3. South Florida or Southwest Florida Water Management District (SFWMD or SWFWMD).

B. The County shall condition its development order based upon the permit requirements expressed by any of these agencies which shall be 30 calendar days of receipt of the application to respond. In the event that the agency does not respond within this time-frame, the County shall advise the applicant of their responsibility to obtain appropriate state and federal permits.

Policy 6.9: Reserved~~Mandatory Connection to Central Water System~~

~~A. Upon adoption, the County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:~~

~~1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:~~

~~a. Connect to an existing system; or~~

~~b. Construct or guarantee to construct an approved central potable water system, or sufficiently upgrade an existing system to serve the entire proposed project.~~

~~2. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than one (1) gross acre in size shall be required to provide or guarantee to provide a central potable water system designed to support all phases of the development to provide for future fire suppression requirements including hydrant connections.~~

~~B. Incremental installation of the potable water and fire suppression system to accommodate phased development may be allowed upon approval by the Board of County Commissioners.~~

~~Private drinking water systems shall be required to meet the level of service standards set forth in Infrastructure Policy 6.2.~~

~~Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within 1/4 mile of an available system.~~

~~Pursuant to F.S. 163.3180, prior to the issuance of a building permit, the developer shall submit written guarantee from the water supplier to ensure adequate water supplies will be available by the date of issuance of a Certificate of Occupancy and no Certificate of occupancy shall be issued until potable water is available to the unit.~~

Policy 6.10: Additional Task for Sewer and Water

The findings of the County's Comprehensive 1993 Sewer and Water Study shall be considered for incorporation into any future studies by utility providers and shall include a cost-benefits and feasibility analysis for a County-wide central water distribution network, whereby water mains would be extended to connect households on private shallow wells to public water systems with deep wells.

Policy 6.11: Support Quality of Water Improvement Project (QWIP)

The County shall coordinate with the Water Management Districts to identify candidate projects for the QWIP.

Policy 6.12: Promote Public Health Risk Education

The County shall assist the Florida Department of Health in distributing pertinent data, such as health risk information, well location and testing for water potability to households which draw potable water from shallow or surficial wells, where groundwater may be contaminated.

Policy 6.13: Community-Wide Potable Water/Wastewater Monitoring

The County shall continue to implement an on-going monitoring program, which it will initiate in conjunction with the utility directors of the municipalities of Avon Park, Sebring and Lake Placid, tracking the cumulative disposition of the committed water demand, the permitted capacities and the available or excess capacities, as well as wastewater treatment capacities, as planning tools to determine the efficacy of future development requests within the County that might draw upon these resources.

No Change

Infrastructure Element

There are no proposed text amendments to Objectives 1 through 5 and Objectives 7 through 14 of the Housing Element. This is shown below as "(No Change)".

Objective 1:	On-Site Sewage Treatment And Disposal Systems – (No Change)
Objective 2:	Central Wastewater Systems – (No Change)
Objective 3:	Expansion Of Central Wastewater Treatment Systems – (No Change)
Objective 4:	Maintain Adopted Levels Of Service For Wastewater Treatment – (No Change)
Objective 5:	Growth Management Through Central Wastewater Systems – (No Change)
Objective 7:	Potable Well Design And Water Quality Standards – (No Change)
Objective 8:	Conserve Potable Water Resources – (No Change)
Objective 9:	Solid Waste Disposal Capacity – (No Change)
Objective 10:	Recycling Program – (No Change)
Objective 11:	Prohibit Incineration Of Certain Wastes And Their Imports To Landfill Sites – (No Change)
Objective 12:	Correct Drainage Facility Deficiencies – (No Change)
Objective 13:	Maximize Use Of Existing Stormwater Facilities – (No Change)
Objective 14:	Protect Natural Drainage Features – (No Change)

NATURAL RESOURCES ELEMENT

The area within the Natural Resources Element that propose text amendments are in the existing policy in Objective 3. The proposed text amendments are presented in legislative format.

Objective 3: Protect Conservation Land

NATURAL RESOURCES ELEMENT

OBJECTIVE 3: PROTECT CONSERVATION LAND

The County shall protect native vegetative communities identified herein and shall restrict activities known to adversely affect endangered and threatened species and their habitat. This shall be a joint effort with state, federal, not-for-profit entities, private land owners, and for-profit private entities.

Policy 3.1: Identification of Endangered or Threatened Species, Including Species of Special Concern

A. For purposes of implementing Objective 3, the County adopts the following source documents to identify endangered or threatened species, including species of special concern:

1. United States Fish and Wildlife Service memorandum (as updated on the USFWS's website) listing endangered and threatened species in Highlands County, Florida, dated September 20, 1991.

2. Chapter 581.185 (2) and (3), Florida Statutes, Endangered Plant List and Threatened Plant List.

3. Florida Chapter Soil & Water Conservation Society publication entitled "26 Ecological Communities of Florida" revised and dated July 1989.

4. Florida Division of Forestry publication F89G46 entitled "Forest Trees of Florida", 16th Edition dated June 1989.

5. Florida Fish and Wildlife Conservation Commission publication entitled "Florida's Endangered Species, Threatened Species, and Species of Special Concern" June 2006 and all updates.

Policy 3.2: Map Resources on Conservation Overlay

A. The County shall use the adopted Conservation Overlay Map Series which is part of the Future Land Use Map Series contained within the Future Land Use Element as a general indicator for the presence of one or more of the following resources:

1. Xeric uplands;

2. Wetlands;

3. Cutthroatgrass seeps;

4. Historical and archaeological resources;

5. Wellhead protection zone;

6. Aquifer recharge areas.

B. The Conservation Overlay Map Series contained within the Natural Resource Element consists of the following:

1. Soil Survey of Highlands County (base document - USDA/SCS, Soil Survey of Highlands County, Florida, July 1989);

2. Selected Natural Resources Map;

3. Map 600 - Highlands County, Florida Wetlands (US Department of the Interior, Fish and Wildlife Service, National Wetlands Inventory);

4. Archaeological Resource Map;

5. Historic Preservation Resource Map; and,

6. Wellhead Protection Zone Map.

C. The Conservation Overlay Map Series, contained within the Natural Resource Element shall be amended as new and more accurate information becomes available.

Policy 3.3: Environmental Clearance Process

A. Environmental Clearance Process and Determination by Development Services Director:

1. The Development Services Director shall make an Environmental Clearance Determination prior to the issuance of a County Land Clearing Permit or Building Permit except as provided in Policy 3.5.

2. Environmental Clearance Not Required: The Development Services Director shall make the Environmental Clearance Determination without further review whenever a particular site is not in an area where the Conservation Overlay Map Series shows the resource categories listed in Policy 3.2, unless resources are proven to exist on that particular site or if they are identified on adopted County resources.

   Other Exemptions from Highlands County Environmental Clearance Requirements: The County shall exempt the following from the environmental clearance process for land clearing or construction:

   a. 1/2 acre of Xeric Uplands habitat for residential development on legally recorded lots that existed prior to September 15, 1993.

   b. Property with Xeric Uplands habitat which has been cleared of vegetation prior to May 2, 1994.

   c. All development on lots ~~legally recorded on or after September 15, 1993~~ with previously approved Environmental Clearance.

   d. DRI or Binding Letter that is fully mitigated based on State recommendation and or approval for protected natural resources.

   e. Remodeling, reconstruction, or restoration of residential units or nonresidential units with no increase in the number of permanent dwelling units, or no increase in the square-footage of nonresidential use, or no increase in the environmental impacts of the development.

   f. Bona-fide agriculture (See Also NRE 3.14.E).

   g. Up to two (2) acres of Xeric Uplands habitat on land for development with urban zoning and urban FLUM designations.

h. Up to two (2) acres of Xeric Uplands habitat for residential development (one single family home) on legal lots with Rural Land Use.

i. During a Large Scale Comprehensive Plan Amendment to establish the Sustainable Community Overlay. The Environmental Clearance Process will be required for the adopted Master Plan of the Sustainable Community Overlay.

3. Environmental Clearance Required:

a. Environmental Clearance is required whenever a particular site is in an area where the resource categories listed in Policy 3.2 are mapped on the Conservation Overlay Map Series or are identified on adopted County resources, or are known to occur on that particular site. The applicant shall submit an Environmental Clearance Report to the Planning Department~~, which shall be valid for a period not to exceed 5 years from the date of clearance issuance,~~ and which has been prepared by a professional, firm, government agency, or institution. For purposes of this policy, the term "known to occur" means any information received from a County approved professional, government agency with appropriate jurisdiction, any scientific study, or any reference material contained in this plan or the base documents that supported development of the plan.

b. Notwithstanding Policy 3.3.A.3.a, Environmental Clearance Reports, and review are required (unless otherwise exempted or an appropriate substitute as allowed) for:

1) Large Scale Comprehensive Plan Amendments;

2) Rezoning's, Site Plans and Plats, consisting of an area greater than 10 acres, or 50 lots or more.

3) Building Permits and Land Clearing Permits for any land clearing of an area greater than two acres.

c. After submitting the EC Report, the following shall occur:

1) The Environmental Clearance Report shall establish that none of the resource categories listed in Policy 3.2 actually exist on site, or if they are identified on the adopted County resources or if they are proven to exist on that particular site, the Environmental Clearance Determination shall be made by the Development Services Director without further review; or

2) If the Environmental Clearance Report establishes that one or more of those resources exists on the site, the Environmental Clearance Report shall be reviewed as described in this Policy.

4. Mandatory approval of Environmental Clearance required-state or federal permit: Whenever a particular site having any of the resources listed in Policy 3.1 and 3.2 has received a permit for impacts to the resources from the state or federal agency charged with reviewing and approving the applicable permit, the Development Services Director shall make the Environmental Clearance Determination without further review. The terms and conditions for activities allowed under that state or federal permit shall be incorporated in the County Land Clearing Permit, Building Permit, or other Final Development Order.

5. Mandatory approval of Environmental Clearance required - sale for conservation purposes: Notwithstanding the foregoing, whenever a particular site having one of the resource categories listed in Policy 3.1 and 3.2 is offered and is sold to either the federal, state, or local government, or a not-for-profit corporation purchasing for conservation purposes, the Development Services Director shall make the Environmental Clearance Determination, when use of the mitigation of Policy 3.16 (D) and Policy 3.3.A.7 is approved by the Board of County Commissioners.

6. Mandatory approval of Environmental Clearance shall be required for Building Permits and Land Clearing Permits for lots that are mitigated under Policy 3.5.

7. Option to Environmental Clearance Report - mitigation approved by the Board of County Commissioners: Satisfactory completion of any one mitigation option listed in Policy 3.16 shall eliminate the requirement to complete an Environmental Clearance Report. This option can only be used when: (1) the quantity of land impacted or developed is less than 10% of the parcel, the balance of which is preserved or mitigated; and (2) the environmental quality of land preserved is equal to or greater in quality than the land to be developed/impacted. Proof that the environmental quality of the land preserved is equal to or greater in quality than the land to be developed or impacted must be established by an approved permit from an appropriate federal or state agency, where applicable.

B. Environmental Clearance Consultant: Environmental Clearance Reports shall be prepared by qualified professionals, firms, agencies, or institutions.

C. Environmental Clearance Reports - Contents & Preparation: shall be prepared in accordance with the Land Development Regulations.

D. Agency and Natural Resources Advisory Commission (NRAC) Review and Comments: The application packet and Environmental Clearance Report (ECR) shall be transmitted to those agencies listed in the Environmental Clearance Report as having permit requirements and to the Natural Resources Conservation Service. The Environmental Clearance Report shall be forwarded to the Natural Resources Advisory Commission (NRAC) for their review and recommendations for the following types of development:

1. Large Scale Comprehensive Plan Amendments;

2. Rezoning's, site plans, plats, and land clearing permits consisting of an area greater than 10 acres, or 50 lots or more regardless of the acres;

3. Non-residential development where the development impacts more than 2 acres of those natural resource categories listed in Policy 3.2 (i.e., development not qualifying for small-scale environmental clearance.)

Each of the permitting agencies shall have 45 days from the transmittal date to determine and notify the County whether its permit is required prior to the commencement of the proposed development. Comments and recommendations from the Natural Resource Conservation Service shall be

provided to the Development Services Director within the same 45-day review period. The Development Services Director shall transmit all comments to the local decision making authority as part of the documented records for the project.

E. Development Order Conditions: Prior to taking action on a development order, the County shall recognize NRAC or the Highlands County Natural Resources Department determinations as they consider recommendations of the Environmental Clearance Report regarding the following:

1. Protect and preserve the water quality or natural functions of floodplains and drainage ways, potable water wells, and wetlands;

2. Protect and preserve the function of native vegetative communities, which are endemic to Central Florida, or the habitats of endangered species, threatened species, or species of special concern;

3. Preserve and protect historical and archaeological resources;

4. Establish measures to protect life and property from flood hazards; or,

5. Establish land maintenance and management procedures for the natural resource to assure its continued viability or function after development;

6. In addition, the County's final development order shall be conditioned upon adequate avoidance, preservation, mitigation, or remedial actions for the protection of environmental resources identified in Policy 3.2 and shall be consistent with the wetlands, floodplain, aquifer recharge, water quality, and cultural resource protection measures set forth within the policies framework of this Comprehensive Plan;

7. Moreover, the County shall require that, in addition to the protection requirements of the Plan, necessary State and local permits be obtained as a condition of approval for the project's final development order. In accordance with F.S. 163.3184 (4) (d)1., Highlands County shall not impose any requirements for wetlands and cutthroat grass seeps in addition to those required by either the Florida Department of Environmental Protection or the applicable Water

Management District. No development in wetlands regulated by the State of Florida shall be permitted by Highlands County except as permitted by state law;

8. Except where mitigated as allowed by the Plan, avoidance, preservation, and management of the resource shall be required for protecting the resource. This may be accomplished through methods such as, but not limited to, acquisition, conservation easements or dedications, sale to either the Federal, State, or local government, or a not for profit corporation purchasing for conservation purposes, or site design methods (including clustering development to the portion of the site where the resource does not exist or, if this is not possible, to the least environmentally sensitive portion of the site);

9. Buffers between the development and the resource shall be recorded on the plat or the site plan in accordance with other relevant goals, objectives, and policies of the plan; and,

10. All applicants for building permits for properties that are mitigated under Policy 3.5 shall be required to deliver to the Building Department a signed notice that their property may contain habitat or species that are protected under state or federal law and that the receipt of a building permit does not absolve the owner or builder of responsibility for complying with all requirements of federal or state law when clearing land or building structures.

F. An Appeal for Reconsideration of an Environmental Clearance determination or development order conditions can be made to the Natural Resources Advisory Commission (NRAC) and Board of County Commissioners. The form of appeal shall be in a letter and contain specific reasons why the decision should be reconsidered: (1) that the decision was based on erroneous information or; (2) that more suitable alternatives were not considered. NRAC may recommend upholding the determination or provide recommendations for alternative development order conditions. The final decision rests with the Board of County Commissioners.

Policy 3.4: High Ecological Value Map and a Voluntary Incentive Based Program

A. Once the U.S. Fish and Wildlife Service Habitat Conservation Plan (HCP) has been completed and adopted by the County, a High Ecological Value Map shall be developed and adopted.

B. An incentives based program shall be developed to encourage preservation or conservation areas identified on the HCP Map.

C. Highlands County shall establish incentive programs for landowners to protect the naturally beneficial features of the lands identified as having high ecological value pursuant to the High Ecological Value Map, rather than solely relying upon regulatory police power authority. These additional incentives shall utilize a full range of techniques as appropriate to provide flexible, rather than rigid ways to meet environmental standards.

D. Parcels Contiguous to Environmental Lands

The County shall develop incentives in the Land Development Regulations to encourage the use of conservation planning principles on parcels contiguous to public or privately-owned environmental lands. It shall provide an attractive alternative to large lot subdivisions in order to minimize fragmentation of wildlife habitat and provide additional open space to complement the environmental lands such as provided for in Sustainable Communities. The program incentives shall also encourage the use of other sustainable development practices which might include Low Impact Development, the Florida Water Star^{SM} Program, and Fire wise Communities. Incentives shall encourage the use of conservation planning principles in order to promote the formation of linked open space networks consistent with the objectives and policies for the Natural Resource Element.

E. The County's development review process shall seek to identify potential conservation and preservation area habitats in those areas which have the potential of becoming incorporated into an overall natural areas network through the voluntary incentive program.

Policy 3.5: Mitigation Fee for Exempt Lots

A. For purposes of implementing Policy 3.3, so long as landowners comply with state and/or federal regulations in areas of natural resources that would otherwise be required to undergo environmental clearance, the County shall exempt the following from environmental clearance upon payment of an environmental mitigation fee to be set by the Board of County Commissioners. An environmental mitigation fee for exempt lots shall be periodically reexamined while considering the recommendations by various agencies such as the U.S. Fish and Wildlife Service (FWS).

B. Up to one-half acre from the environmental clearance process of Policy 3.3 for land clearing or construction on individual lots of record established prior to September 15, 1993; and

C. Up to two (2) acres on land for development with urban zoning and urban FLUM designations; and

D. Up to two (2) acres for residential development (one single family home) on legal lots with Rural Land Use.

E. All environmental mitigation fees shall be placed in the County's Conservation Trust Fund.

Policy 3.6: Measures for Environmental Conservation

A. The County shall continue an ongoing program to define, identify, and conserve its native vegetative communities and the habitats of endangered or threatened species and species of special concern.

This conservation program may include, but not be limited to, the following implementation measures:

1. Acquisition of lands using public funds and grants, including fee purchase, easements, donations and other less than fee mechanisms;

2. Lease of land;

3. Tax abatement;

4. Land swaps and transfers of title;

5. Establishment of conservation or open space easements through the local development approval and permit processes;

6. Density bonuses up to the top end of the density range for those cluster developments which voluntarily provide more than the minimum set aside of land for conservation purposes;

7. Density bonuses up to the top end of the density range for new development and redevelopment which preserves habitat and avoids impact to endangered or threatened species, including species of special concern;

8. Density transfers from the conservation set aside areas to the buildable portions of the development site; and,

9. Sale to the Federal, State, or local government, or a not for profit corporation purchasing for conservation purposes.

B. The first order of priority for the County's conservation program shall be to work with public and private agencies to acquire and manage the following in their natural state:

1. Scrub or sandhill habitats (xeric uplands);

2. Endemic populations of endangered or threatened species, including species of special concern;

3. Wetlands, cutthroatgrass seeps, and un-canalized freshwater estuaries feeding the lakes;

4. Important aquifer recharge functions;

5. Unique scenic or natural resources;

6. Dry prairie;

7. Southern Florida Flatwood of high quality; and,

8. Other natural resource types of ecological value.

C. Transportation and associated infrastructure that responds to potential direct and indirect impacts to habitats and wildlife, shall be planned, designed, and constructed to avoid, minimize, and where necessary, mitigate impacts to both public and private conservation lands or lands containing high quality resources, including wildlife corridors.

Policy 3.7: Model Review Procedure for Special Habitats

The County shall continue to administer a development review process similar to the "Review Procedure for Special Habitats (Central Florida Regional Planning Council, May 17, 1991) which coordinates with local, state, and federal agencies whose regulatory authorities involve the following:

A. The protection of endangered or threatened species, including species of special concern;

B. Native vegetative communities or habitat areas spanning more than one local jurisdiction.

Policy 3.8: Conservation Trust

A. The County shall create a restricted Conservation Trust Fund account to be used for the acquisition (including fee purchase, easements, donations, and other less than fee mechanisms) of natural resources, listed in Policy 3.6B or the enhancement, required maintenance, and/or management of other publicly-owned conservation-valued lands, as determined by the Board of County Commissioners.

B. The Conservation Trust Fund account may also be used for the following:

1. Restoration of lands purchased that will be preserved as conservation lands,

2. Acquisition of lands that will result in alleviating usage stress and/or disturbance to previously acquired and managed lands which contain threatened and endangered species and endemic ecological communities,

3. Management and maintenance of existing acquired lands, including construction of fences and/or barriers designed to protect the lands from vandalism and disturbance.

C. The following measures may be used by the Board as sources of funding for this account:

1. Voluntary contributions;

2. Mitigation or impact fees;

3. Matching grants; and,

4. Referendum.

Other sources of funding recommended by the Natural Resources Advisory Commission shall also be considered by the Board of County Commissioners for the Conservation Trust Fund.

Policy 3.9: Exotic Pest Plant and Animal Control Program

A. The County shall continue to devise and implement a program for the removal and control of exotic pest plant and animal species as per the Florida Exotic Pest Plant Council, Florida Fish and Wildlife Conservation Commission, and other state and/or federal agencies.

B. The County shall continue to work in conjunction with cooperating regional, state and federal agencies where removal and control of exotic pest plants and animals from the environs of surface water bodies is advisable or is a requirement for joint permitting and for dredge and fill permits.

C. The County shall continue to assist private property owners in the methods of appropriate removal techniques, bio-control mechanisms, and chemical control of exotic pest plants and animals.

Policy 3.10: Agricultural Best Management

Future land use planning for the County shall encourage agricultural uses which use Best Management Practices (BMPs) and which are compatible with wildlife protection and water quality outputs. The County shall continue to work with United States Department of Agriculture, Natural Resources Conservation Service, Florida Division of Forestry, Florida Department of Agriculture and Consumer Services and other agency BMP Manuals for both agriculture and silviculture respectively. The County shall continue to work with the Highlands Soil and Water Conservation District to implement erosion control programs for the benefit of agriculture and to facilitate "Cooperator of the District" agreements for putting Best Management Practices on these lands.

Policy 3.11: Incorporate Conservation Measures into Local Plans and Projects

The County shall incorporate the protection and conservation measures called for under this Element into all County surface water management plans, public works projects, and infrastructure improvement plans.

Policy 3.12: Wildlife/Greenway Corridor Strategy

A. Ecological and Habitat Connectivity as Part of the Development Review Process

As a measure to promote a conservation strategy for the establishment of wildlife/greenway corridors within the County, new development plans, including roads, shall identify existing conservation areas, protected areas, waterways and wildlife/greenway corridors adjoining the project site.

B. Contiguity

The County shall require, whenever applicable and feasible, projects that plan to designate on-site dedications for conservation purposes to locate them contiguous with an existing adjacent conservation area.

C. The County will consider an amendment to the Conservation Overlay Map to show adopted wildlife/greenway corridors as a means to identify significant environmental and wildlife corridors, such as the Arbuckle Creek - Carter Creek - Morgan Hole Creek corridor, the Fisheating Creek corridor and the Josephine Creek-Yellow Bluff Creek corridor, among others, and reinforce this Policy by designating these riparian greenways on the FLUM with a Conceptual Plan Line (CPL) for the purpose of guiding development and restricting activities, as indicated in A and B, known to adversely affect the endangered and threatened species and their habitats.

The County shall also provide consistency with Policy 1.7.1 of the Strategic Regional Policy Plan (SRPP), where applicable, by identifying those greenway corridors, designated by the Central Florida Regional Planning Council (CFRPC) as having regional significance within Highlands County, on the Conservation Overly Map series.

D. Discourage New Roadway Crossings through Wildlife/Greenway Corridors

Where new crossings are necessary to ensure the health, safety and welfare of the citizenry, transportation corridors shall be designed as limited access facilities that prohibit non-emergency stopping. Roadway and associated utility corridors should be designed to have minimal adverse impacts to the environment and shall include provisions for wildlife crossings based on the standards of Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (FWS).

Policy 3.13: Parks for Resource Preservation

Where compatible with the goals, objectives, and policies of the Comprehensive Plan and whenever feasible, locate future parks to encompass areas of undisturbed native vegetative communities and environmentally sensitive lands for passive recreational use, such as hiking trails, primitive camping and other conservation based activities, as opposed to active recreational use.

Management plans for such parks shall be consistent with the protection, preservation, and conservation of those natural resources occurring on the site.

Evaluation of the priority for acquisition shall consider the location of sites within the urban development areas in order to preserve natural open-space most at risk for development.

Policy 3.14: Land Clearing

A. Definition: Land Clearing means engaging in a land management practice or practices, which will result in the destruction of natural resources (as identified on the Conservation Overlay Map Series; i.e., xeric uplands, cutthroatgrass seep, or wetlands), with the natural resource being replaced or succeeded by something else (e.g. bare soil, different resource type, or invaded by non-native species) which precludes the long-term (5 years) recovery of the original natural resource type. Land clearing activities which impact listed species may also be subject to state and federal regulation.

B. Exemptions: For the purposes of this Comprehensive Plan, the following activities are exempt from environmental clearance review, do not constitute land clearing, and do not require a Land Clearing Permit even when undertaken in areas with natural resources as identified on the Conservation Overlay Map Series:

1. Maintenance of existing roads, rights of way, and utility easements;

2. Construction or maintenance of fence lines up to 20 feet on each side of the fence;

3. Maintenance of existing drainage and storm water management systems;

4. Permitted and prescribed maintenance of fire breaks and fire lines up to 40 feet wide;

5. Maintenance burning, other than bayheads;

6. Maintenance of native range according to the Best Management Practices of the US Natural Resources Conservation Service;

7. Maintenance or improvement of improved pasture and land in active agricultural production;

8. Removal of non-native vegetation;

9. Surveying pursuant to Florida Statutes;

10. Clearing on a lot or tract that is exempted pursuant to Policy 3.3;

11. Agricultural activities as defined in Paragraph E below;

12. Clearing for all activities and uses outside the conservation areas depicted on the Conservation Overlay Map Series pursuant to Natural Resource Policy 3.3; or,

13. Whenever life or property is threatened or endangered during a civil emergency.

~~13.~~14. Mulching and bush-hogging that does not disturb the soil.

C. Land Clearing Permit: Except as provided in paragraph "E" of this policy and the Land Clearing definition in paragraphs "A" and "B" above, no land clearing shall be allowed to commence on a site where natural, archaeological, or historical resources are known to exist without first obtaining a County Land Clearing Permit. A Land Clearing Permit shall be issued upon completion of the environmental clearance report required by Policy 3.3, unless that report determines that a natural resource listed in Policy 3.2 exists on the site. Whenever a natural resource listed in Policy 3.2 is identified on the site, the Land Clearing Permit shall be issued in accordance with Policy 3.3.

The County, in consultation with the property owner, shall impose one or more of the following penalties as appropriate if land is cleared without appropriate environmental clearance review or a County Land Clearing Permit.

1. A penalty fee shall be imposed based on a set of fees approved by the Board of County Commissioners, based on the amount of land cleared;

2. No development or additional land clearing shall be permitted for a period of three years after such clearing;

3. The vegetation shall be replaced or the habitat allowed to restore itself through development and implementation of a management plan;

4. A land clearing company and/or registered contractor clearing land without a land clearing permit on behalf of a land owner shall be subject to penalties;

5. Any mitigation or penalties imposed by the State or Federal agencies for the same land clearing violation may substitute for County mitigation penalties;

6. County penalty fees shall be placed in the Conservation Trust Fund; or,

7. The decision to impose a land clearing penalty may be appealed pursuant to Policy 3.3.F.

D. State and Federal Permits**:** Individual property owners or developers prior to clearing land when a resource is located on site are responsible for obtaining appropriate state or federal permits or authorizations.

E. Agricultural Exemption: No County Land Clearing Permit shall be required for any agricultural activity not requiring a Highlands County land development order conducted by a lawfully operating and bona fide agricultural operation. This is a business for the purpose of growing plants, crops, trees, silviculture, or other agricultural or forestry products or that is in business for the purpose of raising livestock. When the agricultural activity occurs on property owned or lawfully occupied by the person conducting said agricultural activity and said property is designated by the Future Land Use Map as Agriculture and the land clearing is done in pursuit of said activity.

When land clearing has been performed under this exemption based upon the use of the property for an agricultural operation, the following shall apply:

1. No land development order shall be approved for any non-agricultural use on the same site within three (3) years of the completion of such land clearing; and,

2. Agricultural operations are encouraged to implement a Natural Resources Conservation Service approved Conservation Plan, including the use of Best Management Practices, as applicable to the specific area being cleared, and to secure all other permits required by state and federal agencies exercising jurisdiction over the natural resources referred to in Policy 3.2 and found on said property.

Policy 3.15: Protection of Environmentally Sensitive Land

A. In the absence of state or federal setback requirements for mitigation of development impacts on environmentally sensitive land and except as otherwise provided in this Comprehensive Plan, affected local development orders shall require that dwellings, commercial/industrial buildings, and septic systems be set back the lesser of 50 feet or 40% of the average depth of the site as perpendicularly measured from the mean high water line or the boundary of:

1. An identified wetland (including cutthroatgrass seeps and bayheads);

2. A surface water body;

3. A habitat conservation area;

4. A ranked State Florida Forever site or federal acquisition site; or,

5. Publicly-owned and privately-owned recorded conservation lands.

Note: The Florida Department of Environmental Protection may require a greater setback distance for some septic systems. Refer also to the NRE Policies 4.3 and 4.4.

B. Except as otherwise provided in this Comprehensive Plan, the County shall require that all affected developments satisfy the following conditions of approval whenever construction is proposed in the vicinity of a surface water body or wetland:

1. That construction activities shall not encroach into the setback areas described by paragraph "A" above;

2. That existing topography and vegetation shall be retained within this setback area, if required by State permits or Environmental Impact Report conclusions as they may apply to the development proposal;

3. That whenever clearing or grading of the construction site is proposed, silt screens shall be placed between the construction and the surface water body or wetland;

4. That the setback boundary line be marked and posted prior to the commencement of construction activities at the development site; and,

5. That vegetation within the setback area shall be retained or be reestablished after construction, as appropriate, so as to stabilize soil conditions along the boundary of development, to minimize siltation from eroded soils, and to filter stormwater runoff from the developed area.

C. Except for maintaining existing lots where lake vegetation has been removed, removal of upland vegetation along lake frontages shall be limited to the minimum necessary to achieve reasonable access to the lake.

D. The County shall require these setback areas to be recorded as public or private conservation setback easements on the approved site plan or plat.

E. For the purpose of implementing this policy, the County shall allow:

1. Density attributable to any setback area to be transferred to the buildable portions of the site;

2. Flood control improvements within the setback area which are necessary for the protection of life and property;

3. The right to maintain existing or to construct new hiking and equestrian trails within the setback area;

4. The right to use existing grazing, pasture, and crop lands within the setback area for agricultural purposes;

5. The right-of-way over or to a surface water body, subject to obtaining all required permits from jurisdictional agencies; and,

6. The right to use existing or to construct new docks or boat ramps.

F. Forestland, rangeland, wildlife management areas, parks, preserves, and other areas for public use depend on prescribed burning for reforestation, removal of exotics, nutrient cycling, quality and quantity of herbaceous vegetation and the perpetuation, restoration and management of many plant and animal communities to maintain specific economic and ecological resource value. Florida Statutes recognizes prescribed burning as being in the public interest and does not constitute a public or private nuisance when conducted under applicable state air pollution statutes and rules. The County should pursue recognition mechanisms such as deed restrictions on lots or acreages in areas that may experience smoke and air particulates from prescribed burning on agricultural and conservation lands. Highlands County considers prescribed burning a necessary management strategy of forestland, rangeland, wildlife management areas, parks, preserves, and other areas for public use.

G. Recognizing that many of the subdivisions platted in the 1960s and early 1970s are generally not consistent with current use practices and growth management strategies aimed at discouraging sprawl and protecting environmentally significant lands, the following shall apply to these subdivisions in particular and to all public and private conservation areas in general.

1. Residential projects developed adjacent or in close proximity (500 ft.) to conservation areas or other land uses that use fire management, and approved subsequent to the adoption of this policy, shall be required to notify buyers and potential buyers of the adjacent conservation area. Specifically, buyers and potential buyers must be informed of the possibility of any fire management program for the adjacent conservation area or other land use (including agricultural properties) that uses fire management, and be explicitly told that that they may experience smoke and odors from these fire management practices.

Policy 3.16: Mitigation Options

In accordance with the preservation priorities established by Policy 3.3B, the County may allow the following options to all affected developments upon approval of the Board of County Commissioners:

A. On-site Option: Provision of the required acreage as a public or private conservation/open space easement; or

B. Off-site Option: Provision of the required acreage at an approved off-site location; or

C. In-lieu Option: Contribution to the County's Conservation Trust Fund amounting to the fair market value for comparable acreage; or,

D. Sale to the federal, state, or local government, or a not for profit corporation purchasing for conservation purposes, including mitigation for the loss of wetlands by either one of the water management district's regulations; or

E. County requires no further mitigation if any state, federal or regulatory agency is already requiring mitigation. Then such mitigation may meet County mitigation options and no additional County mitigation may be required; or,

F. County Mitigation Bank payment of funds into a Department of Environmental Protection or U.S. Fish and Wildlife Service authorized mitigation bank in Highlands County for use within the County; or,

G. A combination of the above options.

Policy 3.17: Preference for Planned Unit Developments

The County should endeavor to require all development proposals which involve environmentally sensitive lands, or protected species to seek

approvals under the Planned Unit Development regulations of the Land Development Regulations. Design options allowed for Planned Unit Development proposals shall include the following, subject to County approval and under the condition that they are not prohibited by the regulations of other governmental authorities:

A. Transfers of density from dedicated set aside areas to the buildable areas of the proposed development site in the amounts allowed for under the Future Land Use Element, provided that the top end of the land use density range is not exceeded; or,

B. Density bonuses above the midpoint density for developments which provide more than the minimum set aside acreage and provided that:

1. The total amount of density allowed to the site is in accordance with policies of the Future Land Use Element; and,

2. The top end of the land use density range is not exceeded.

Policy 3.18: Natural Resource Advisory Commission (NRAC)

A. The Board of County Commissioners shall continue to appoint a Natural Resources Advisory Commission comprised of citizens having qualifications and experience commensurate with the mission objectives assigned to the Commission.

B. The protocols for the composition, nomination, appointment, rotation, election, meetings, mission, primary function, and authorities of the Natural Resources Advisory Commission (NRAC) shall be set forth by Resolution and approved by the Board of County Commissioners.

Policy 3.19: Acquisition of Environmentally Sensitive Lands

Highlands County supports the acquisition of environmentally sensitive lands to achieve permanent protection for future generations. The Board of County Commissioners recognizes these efforts are best achieved through a combination of public and private efforts including fee purchase, easements, transfer of development rights management agreements, donations and other less than fee mechanisms. The Board of County Commissioners may adopt a target list of priorities for acquisition.

Policy 3.20: Buffer Public Conservation Lands

Highlands Hammock State Park, publicly and privately owned conservation lands, and conservation lands being considered for acquisition with public funds, shall be buffered against the encroachment of any urban land uses which would be out of character with their scenic open space qualities or

their natural functions. The intent of this policy shall be assured through the application of the growth management policies contained in the Future Land Use Element, and promulgation of new project review authorities to implement the conservation strategies of this Element.

Policy 3.21: Environmental Conservation of Selected Lands

A. Highlands County shall encourage, through incentives, existing agricultural areas determined to have a high ecological value as shown on the Conservation Overlay Map Series to:

1. Provide well managed areas for native species habitat,

2. Provide conservation easements compatible with the ecological value of the property.

   a. Uses that may be determined compatible include: existing agriculture, ecological burning, ecosystem restoration, hydrologic restoration, hiking and natural resource recreation, and boardwalks, where those uses do not conflict with the resource management goals of those lands;

   b. Conservation easements generally should provide connectivity between or expansion of existing conservation areas, and be of a quality and size to provide for long-term habitat viability. Conservation easements that establish small, isolated, conservation areas shall be discouraged.

3. Encourage retention of agricultural lands adjacent to conservation areas, essential natural habitats, and significant waterways to provide ecological buffers. The purpose of buffer areas is to adequately protect natural resources from human encroachment, as well as to protect the public health, safety, and welfare by providing adequate separation between human activities and wildlife habitat and conservation practices such as prescribed burns.

4. Encourage public access to conservation lands, where appropriate and where such access does not conflict with the resource management goals of those lands.

5. Utilize incentive based Transfer of Development Rights, as detailed in the Future Land Use Element or Sustainable Community Overlay.

6. Provide ecological connections between natural areas, whether in public or private ownership.

B. This policy does not affect any existing rights the property owner may have to develop these lands as permitted under the Comprehensive Plan and Land Development Regulations.

Policy 3.22: Planned Transportation Improvements and Alignments in Relation to Environmental Issues

Ensure that the transportation network will avoid, minimize, and mitigate habitat fragmentation by applying the following wildlife design criteria:

A. Require that wildlife habitat linkage analysis be used as a standard procedure for updating the County's long range transportation plan network.

B. Design wildlife crossing structures for multiple species and sustained habitat connectivity.

C. Provide fencing or barrier walls to direct wildlife to crossing entrances where appropriate.

D. New roadway crossings through wildlife/greenway corridors are discouraged. Where new crossings are necessary to ensure the health, safety and welfare of the citizenry, transportation corridors shall be designed as limited access facilities that prohibit non-emergency stopping. Roadway and associated utility corridors shall be designed to have minimal adverse impacts to the environment and shall include provisions for wildlife crossings based on the standards of Florida Fish and Wildlife Conservation Commission (FWC) and the U.S. Fish and Wildlife Service (FWS).

Policy 3.23: Conservation Wildlife Corridor Connectivity

If new development as defined in NRE Policy 3.3D. is proposed, any conservation areas or easements for conservation shall, where possible, connect to regionally significant wildlife corridors based upon best available data.

No Change

Natural Resources Element

There are no proposed text amendments to Objectives 1, 2, and 4 through 11 of the Natural Resources Element. This is shown below as "(No Change)".

Objective 1: Preserve and Protect Cultural Resources - (No Change)
Objective 2: Conserve Soil and Mineral Resources - (No Change)
Objective 4: Protect Wetlands - (No Change)
Objective 5: Meet Air Quality Standards - (No Change)
Objective 6: Protect Groundwater Resources, Protect Aquifer Recharge Areas and Groundwater Resources Against Contamination and Depletion - (No Change)
Objective 7: Water Conservation - (No Change)
Objective 8: Water Resource Protection - (No Change)
Objective 9: Environmental Education Program - (No Change)
Objective 10: Measures to Protect Floodplains - (No Change)
Objective 11: Integrated Green Infrastructure - (No Change)

DEFINITIONS AND ACRONYMS

The area within the Definitions and Acronyms Section that propose text amendments are in existing Definitions. The proposed text amendments are present in legislative format.

DEFINITIONS

~A~

ADJUSTED FOR FAMILY SIZE – Means adjusted in a manner that results in an income eligibility level that is lower for households having fewer than four people, or higher for households having more than four people, than the base income eligibility determined as provided in the definitions of very-low-income person/household, low-income person/household, or moderate-income person/households based upon a formula established by the United States Department of Housing and Urban Development.

ADJUSTED GROSS INCOME – Means all wages, assets, regular cash or non-cash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

AFFORDABLE – Means that monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in the definitions of very-low-income persons, low-income persons, or moderate-income persons.

AFFORDABLE HOUSING – Means that monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in the definitions of extremely-low-income persons, very-low-income persons, low-income persons, moderate-income persons as indicated in Section 420.0004, F.S. Affordable housing definitions that are prescribed by other affordable housing programs administered by either the United States Department of Housing and Urban Development or the State of Florida may be used by local governments if such programs are implemented by the local government to provide affordable housing.

AGRICULTURE – Means the science and art of producing plants and animals for use by mankind, including the preparation of land resources to accommodate agricultural practices and, to a variable extent, the preparation and harvesting of agricultural

products for marketing purposes. The term "*agriculture*" encompasses activities such as but not limited to the production of biofuel, food and fiber and all activities that are customarily associated with aquaculture and fisheries, horticulture, floriculture, viticulture, silviculture, and aeviaculture, livestock and poultry operations, bee keeping, stable and kennel operations, animal husbandry, ranching, dairy operations, forestry, veterinary medicine, or any other practice which the Board of County Commissioners deems is typical of, necessary to, or in keeping with these listed agricultural activities.

AGRICULTURAL USES – Means activities within land areas which are predominantly used for the cultivation of crops and livestock including: cropland, pastureland, orchards, vineyards, nurseries, ornamental horticulture areas, groves, confined feeding operations, specialty farms, and silviculture areas. Agricultural uses also include activities generally associated with rural settlement, active agriculture including biofuel feedstock and recreation and open space.

AGRITOURISM ACTIVITY - Means any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civic, ceremonial, training and exhibition, or harvest-your-own activities and attractions. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public. An activity is an agritourism activity regardless of whether the participant paid to participate in the activity.

AIRPORT CLEAR ZONE – Means a designated area of land which is subject to peak aircraft noise and on which there is the highest potential of danger from airport operations.

AIRPORT FACILITY – Means any area of land or water improved, maintained or operated by a governmental agency for the landing and take-off of aircraft, or privately owned paved runways of 4,000 or more feet in length, and any appurtenant area which is used for airport buildings, or other airport facilities or rights-of-way.

AIRPORT – MILITARY – ACCIDENT POTENTIAL ZONE – Accident Potential Zone (APZ) is an area beyond the clear zone that exhibits a measurable potential for accidents relative to the clear zone. The APZ may curve to follow flight tracks.

AIRPORT – MILITARY – MILITARY AIRPORT NOTIFICATION ZONE – Military Airport Notification Zones are those areas within which notification of airfield proximity is required when property is sold or leased.

AIRPORT – MILITARY – MILITARY AIRPORT ZONE (MAZ) – The Military Airport Zone (MAZ) is an overlay district providing regulatory measures and zoning standards to achieve land use compatibility and protection of public health and safety in the areas exposed to impacts generated by military flight or ground activities occurring at, near, or above military airports.

AIRPORT – NOISE CONTOUR – A line connecting points of similar day night average sound levels measured from a specific noise source.

AIRPORT OBSTRUCTION – Means any structure, object of natural growth, existing condition, or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at an airport or which otherwise increases the risk of danger to aircraft operations.

ARTERIAL ROAD – Means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high, operating speed. In addition, every United States numbered highway is an arterial road.

ASSISTED LIVING FACILITY (ALF) – Assisted Living Facility, hereinafter referred to as "*facility*" or "*ALF,"* means any building or buildings, section of a building, or distinct part of a building, residence, private home, boarding home, home for the aged, or other place, whether operated for profit or not, which undertakes through its ownership or management to provide, for a period exceeding 24 hours, housing, food service, and one or more personal services for four or more adults, not related to the owner or administrator by blood or marriage, who require such services; or to provide extended congregate care, limited nursing services, or limited mental health services, when specifically licensed to do so pursuant to s.400.407, unless the facility is licensed as an adult family-care home. A facility offering personal services, extended congregate care, limited nursing services, or limited mental health services for fewer than four adults is within the meaning of this definition if it formally or informally advertises to or solicits the public for residents or referrals and holds itself out to the public to be an establishment which regularly provides such services, unless the facility is licensed as an adult family-care home.

AVAILABILITY or AVAILABLE – With regard to the provision of facilities and services concurrent with the impacts of development, means that at a minimum the facilities and services will be provided in accordance with the standards set forth in Section 163.3180, Florida Statutes.

~ B ~

BEST MANAGEMENT PRACTICES (BMPs) – A practice or combination of those practices currently determined to be the most effective and practicable (including technological, economical, and institutional considerations) means to achieve goals. BMPs can either be adopted requirements or voluntary practices and procedures.

BICYCLE and PEDESTRIAN WAYS – Means any road, path, or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

BLUEWAYS – Blueways are small boat and paddling routes that combine recreation and environmental awareness and allow users to travel to designated stops along the way for rest, overnight stays, and/or enjoyment of land-based attractions in the vicinity.

BUSINESS – Means all gainful private sector activity. Includes commerce, industry, agriculture, construction, tourism, recreation sport, medical practice, retail trades and services, and any other such undertakings contributing to the economic base of Highlands County.

~ C ~

CANAL – Means any manmade waterway used for the purposes of drainage, irrigation, or transportation which collects and then diverts or directs the flow of surface water or groundwater. A ditch is not a canal. [*Source: Modified from FDOT Glossary of Transportation Terms, 1992*]

CAPITAL BUDGET – Means the portion of Highlands County's budget which reflects capital improvements that are scheduled for a given fiscal year.

CAPITAL IMPROVEMENT – Means physical assets constructed or purchased to provide, improve, or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing. For the purposes of this Comprehensive Plan, physical assets which have been identified as "*existing needs*" or "*projected needs*" in the Plan Elements shall be considered capital improvements.

COLLECTOR ROAD – Means a roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads or arterial roads.

COMMERCIAL NODE – Means a collection of commercial uses typically located at the intersection of two thoroughfare roadways.

COMMERCIAL RURAL – Means commercial uses of limited size, primarily serving the agricultural community, located within the Agricultural Future Land Use Category.

COMMERCIAL USES – Means activities within land areas which are predominantly connected with the sale, rental, and distribution of products or the performance of services.

COMMUNITY PARK – Means a park located near major roadways, and designed to serve the needs of more than one neighborhood.

COMPACT URBAN DEVELOPMENT AREA (CUDA) – Means the area within a Sustainable Community Overlay in which urban development may occur. This area shall not exceed fifteen percent of the entire Sustainable Community Overlay.

COMPATIBILITY - Means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

COMPREHENSIVE PLAN – Means any Elements or portions thereof prepared, adopted, or amended pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, as amended. [*Source: modified from Chapter 380.031, F.S.*]

CONCURRENCY – Means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

CONCURRENCY MANAGEMENT SYSTEM – Means the procedures and/or process that the local government will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONE OF INFLUENCE – Means an area around one or more major water-wells, the boundary of which is determined by the government agency having specific statutory authority to make such a determination based on groundwater travel or

drawdown depth.

CONSERVATION AND RECREATION LAND – Means those lands that are proposed for acquisition because of outstanding natural resources, opportunity for natural resource-based recreation, or historical and archaeological resources. After purchase, these lands are reclassified as Managed Areas.

CONSERVATION USES – Means activities within land areas designated for the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, fisheries management, or protection of vegetative communities or wildlife habitats.

CONSISTENCY REZONE – Means that action taken by the Board of County Commissioners to make a property's zoning district classification consistent with its Comprehensive Plan Land Use Designation.

CULTURAL RESOURCE(S) – For purposes of this Comprehensive Plan, means any natural or manmade artifact, structure, or site which conveys knowledge about the history, prehistory, or culture of Highlands County.

CUTTHROATGRASS SEEP – Means any area of land supporting cutthroatgrass (*Panicum abscissum Swallen*) as the dominant species.

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DENSITY – means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

DENSITY BONUS – For each currently entitled dwelling unit within the Sustainable Community Overlay allowed by this Comprehensive Plan that is transferred into the Compact Urban Development Area (CUDA), a property owner shall be awarded two (2) bonus dwelling units. The bonus dwelling units are granted to the property owner for removing residential entitlements from the lands for agriculture, conservation, and preservation land uses (Sustainable Green Assets).

DEVELOPER – Means any person, including a governmental agency, undertaking any development as defined in this Definitions Section. [*Source: modified from Chapter 380.031, F.S.*]

DEVELOPMENT – Shall mean the exact definition included in Chapter 380.04, F.S.:

"(1) The term "development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(2) The following activities or uses shall be taken for the purposes of this chapter to involve "development", as defined in this section:

(a) A reconstruction, alteration of the size, or material change in the external appearance of a structure on land;

(b) A change in the intensity of the use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land;

(c) Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in ss 161.021;

(d) Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land;

(e) Demolition of a structure;

(f) Clearing of land as an adjunct of construction; and,

(g) Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(3) The following operations or uses shall not be taken for the purpose of this chapter to involve "development" as defined in this section:

(a) Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way;

(b) Work of any utility and other persons engaged in the distribution or transmission of gas, electricity, or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like. This provision conveys no property interest and does not eliminate any applicable notice requirements to affected land owners;

(c) Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the

structure or the decoration of the exterior of the structure;

(d) The use of the structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling;

(e) The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes;

(f) A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class;

(g) A change in the ownership or form of ownership of any parcel or structure; and,

(h) The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(4) "Development" as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development, reference to particular operations is not intended to limit the generality of subsection (1)."

DEVELOPMENT OF REGIONAL IMPACT – Large-scale developments that are likely to have regional effects beyond the local government jurisdiction in which they are located.

DEVELOPMENT ORDER/PERMIT – Means any order or approval by Highlands County that grants, denies, or grants with conditions an application for a development permit, including but not limited to any building permit, zoning action or permit, plat approval, certification, variance, or other action having the effect of permitting new development, redevelopment, or ongoing development. [*Source: modified from Chapter 380.031, F.S.*]

DEVELOPMENT, SMALL SCALE – (a/k/a small scale plan amendment) Means those development proposals or activities which meet the statutory criteria of Section 163.3187(1), F.S.

DITCH – Means a long, narrow, shallow trench or furrow that has been dug in the ground for irrigation, drainage, or boundary line purposes. [*Source: Modified from FDOT Glossary of Transportation Terms, 1992*]

DOMINANT PLANT SPECIES – For the purposes of this Comprehensive Plan, means any individual herbaceous species which constitutes the greatest percent of cover for a given area.

DRAINAGE BASIN – Means the area defined by topographic boundaries which contributes stormwater to a drainage system, estuarine waters, or oceanic waters, including all areas artificially added to the basin.

DRAINAGE FACILITIES – Means a system of man-made structures designed to collect, convey, hold, divert, retain, or discharge stormwater, and includes stormwater, sewers, canals, detention structures, and retention structures.

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ECONOMIC BASE – The structure of the local economy in terms of industries, employers, employment trends and projections, demographic trends and projections, and business conditions.

EDUCATIONAL USES – Means activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities, or parking.

ENSURE – Provide the resources for achieving a set goal, objective, or policy**.**

ENVIRONMENTAL CLEARANCE – Means those procedures and processes that are used to establish remedies for any negative impacts a specific development proposal may have on natural resources occurring at the development site.

ESSENTIAL NATURAL HABITAT – Land or water bodies that, through the provision of breeding or feeding habitat, are necessary to the survival of endangered or threatened plant and animal species, or species of special concern, as determined by the Florida Fish and Wildlife Conservation Commission or the U.S. Fish and Wildlife Service.

ESTABLISHMENT – An establishment is a multi-family apartment, condominium or townhouse complex, a non-residential commercial or institutional development, or place of business or assembly. Inclusive with an establishment are all buildings or structures and the land appertaining thereto, having an owners association or other legal entity which is responsible for maintenance and operation of the development's sewage treatment and disposal facilities.

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FAIR HOUSING LAND DEVELOPMENT REGULATIONS – An Ordinance adopted by a jurisdiction in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly, and lawful procedure, the opportunity for each person so desiring to obtain housing of such person's choice without regard to race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

FINDINGS – For purposes of this Comprehensive Plan, means the factual and legal basis upon which decisions are made in accordance with Comprehensive Plan objectives and policies.

FIREWISE COMMUNITIES – The national Firewise Communities program is a multi-agency effort designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers, and others in the effort to protect people, property, and natural resources from the risk of wildland fire - before a fire starts. The Firewise Communities approach emphasizes community responsibility for planning in the design of a safe community as well as effective emergency response, and individual responsibility for safer home construction and design, landscaping, and maintenance.

FLOODPLAIN – For purposes of this Comprehensive Plan, means the area calculated to be inundated or the actual area that is inundated during a 100-year storm event, as generally identified by the National Flood Insurance Program as an A Zone or V Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

FLOODPRONE AREAS - means areas inundated during a 100-year flood event or areas identified by the National Flood Insurance Program as an A Zone on flood insurance rate maps or flood hazard boundary maps.

FLORIDA WATER STAR^{SM} – Florida Water Star^{SM} is a voluntary certification program for new and existing residential and commercial developments that encourages water efficiency in household appliances, plumbing fixtures, irrigation systems and landscapes.

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GOAL – Means the long-term end toward which programs or activities are ultimately directed.

GOVERNMENTAL AGENCY – Means:

A. The United States or any department, commission, agency, or other instrumentality thereof;

B. This state or any department, commission, agency, or other instrumentality thereof;

C. Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof; and,

D. Any school board or other special district, authority, or other governmental entity. [*Source: Chapter 380.031, F.S.*]

GREEN BUILDING TECHNIQUES – The practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle: from siting to design, construction, operation, maintenance, renovation, and deconstruction. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort. This is also known as also known as green construction or sustainable building,

GREEN COMMUNITY DESIGN – Design that embraces ecological considerations, sustainability, recycling, conservation of resources, and cleaner, quieter and safer domestic environments.

GREENWAY - A linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridgeline, or over land along a railroad right-of-way converted to recreational use, a canal. A scenic road, or other route; any natural or landscaped course for pedestrian or bicycle passage; an open space connector linking parks, nature reserves, cultural features, or historic sites with each other and populated areas; or a local strip or linear park designated as a parkway or greenbelt.

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HAZARDOUS WASTE – Means any industrial or medical by-product, refuse, waste material, biomass, chemical, or substance which is unsuitable for reuse, remanufacture, or recycling and which requires extraordinary measures or precautions for its containment, storage, transportation, or disposal as a means to protect: (1) public health and safety; (2) the naturally occurring ecology of the County; (3) the purity of local aquifers and the quality of groundwater recharge occurring on the Lake Wales ridge; and, (4) the productivity and usefulness of private property.

Hazardous waste is further defined for the purposes of this Comprehensive Plan as including, but not being limited to, any noxious, poisonous, carcinogenic, contaminated, radioactive, or pathological refuse, by-products, or precipitates resulting from any process to treat or incinerate industrial or medical wastes generated outside Highlands County.

Hazardous waste also is defined as solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

HIGH ECOLOGICAL VALUE – Areas of the unincorporated County that meet the criteria of rarity of habitats or species, quality of native habitats, long-term viability of the natural functions and habitats, ecological connectedness with existing preserved natural areas, and/or importance to maintaining water quality.

HISTORIC RESOURCES – Means all areas, districts, or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

HURRICANE SHELTER – Means a structure designated by local officials as a place of safe refuge during a storm or hurricane.

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INCENTIVE – Any assistance granted to aid in the development or expansion of a non-residential enterprise. This may be in the form of financial grants, loans, coordination of training programs for expanding or relocating firms, or any other mechanisms approved by the Highlands County Board of County Commissioners.

INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) – The Highlands County Board of County Commissioners by Resolution, created the Highlands County Industrial Development Authority. The Highlands County Industrial Development Authority and the Economic Development Commission for Highlands County, Inc. - function as one and the same in representing the public and private sectors in a partnership engaged in economic development activities in Highlands County.

INDUSTRIAL USES – Means the activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

INFILL – Means a land use strategy to encourage the utilization of existing infrastructure for the orderly development of isolated or skipped-over properties within the urbanized areas of the County. "*Infill Development*" means the improvement and building up of such properties for the most suitable density and/or intensity or type of land use that is compatible with surrounding development patterns and infrastructure capacities.

INFRASTRUCTURE – Means those man-made structures which serve the common needs of the population, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwards; revetments; causeways; marinas; navigation channels; bridges, and roadways.

INTENSITY – Means an objective measurement of the extent to which land may be developed or used, including the consumption or use of the space above, on, or below ground; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services.

INTERNAL TRIP CAPTURE – Means trips generated by a mixed-use project that travel from one onsite land use to another onsite land use without using the external road network.

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LAND – Means the earth, water, and air above, below, or on the surface, and includes any improvements or structures customarily regarded as land. [*Source: Chapter 380.031, F.S.*]

LAND CLEARING – Engaging in a land management practice or practices, which will result in the destruction of natural resources (as identified on the Conservation Overlay map; i.e., xeric uplands, cutthroatgrass seep, or wetlands), with the natural resource being replaced or succeeded by something else (e.g. bare soil, different resource type, or invaded by non-native species) which precludes the long-term ~~(5 years)~~ recovery of the original natural resource type. Land clearing activities which impact listed species may also be subject to state and federal regulation.

LAND DEVELOPMENT REGULATIONS – Include local zoning, subdivision, building, and other regulations controlling the development of land. [*Source: Chapter 380.031, F.S.*] Highlands County's Land Development Regulations are located in Chapter 12 of the Code of Ordinances.

LAND USE – Means the development that has occurred or is designated to occur on a property by the Future Land Use map series. [*Source: modified from Chapter 380.031, F.S.*]

LEED – The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, which was developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction.

LEVEL OF SERVICE – Means an indicator of the extent or degree of service provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

LIMITED ACCESS FACILITY/ROAD – Means a roadway especially designed for through traffic, and over, from, or to which owners or occupants of abutting land or other persons have no greater than a limited right or easement of access.

LOCAL ROAD – Means a roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high volume land access for abutting property.

LOT – A "*lot*" is a parcel of land of at least sufficient size to meet the minimum requirements for use, coverage, and area and to provide such yard and open space as is herein required. Such lot shall have frontage on an improved public road or street where required by the terms of this chapter and may consist of:

A. A single lot of record;

B. A portion of a lot of record;

C. A combination of complete lots of record; of complete lots of record and portions of lots of record; or of portions of lots of record;

D. A parcel described by metes and bounds;

Provided that in no case of division or combination shall any residual lot or parcel which does not meet the requirements of this Plan. Includes the words "*plot*" or "*parcel*".

LOT OF RECORD – Means a lot which is part of a subdivision recorded in the office of the Clerk of the Circuit Court, or a lot or parcel described by metes and bounds, the description of which is recorded.

LOW IMPACT DESIGN PRINCIPLES – Low Impact Design (LID) is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible to reduce the impact of built areas and promote the natural movement of water within an ecosystem or watershed. LID employs principles such as preserving and recreating natural features, minimizing impervious surfaces to create functional and appealing site drainage which treats stormwater as a resource rather than a waste product. Practices that can be used to adhere to these principles include bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements.

LOW IMPACT DEVELOPMENT – A comprehensive land planning and engineering design approach with a goal of maintaining and enhancing the pre-development hydrologic regime of urban and developing watersheds.

LOW-INCOME FAMILY(IES)/HOUSEHOLDS – Means "*lower income families*" as

defined under the federal Section 8 Assisted Housing Program, or families whose annual income does not exceed 80 percent of the median income for Highlands County. The term "*families*" includes "*households*".

LOW INCOME PERSONS/HOUSEHOLDS – One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

LOW-INCOME OR MODERATE-INCOME PERSONS – Means families and persons who cannot afford, as defined by federal law, to pay the amounts at which private enterprise is providing a substantial supply of decent, safe, and sanitary housing and fall within income limitations set by the agency in its rules.

LOW-INCOME PERSONS – Means one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

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MAJOR PUBLIC FACILITY – Means any publicly owned facility of more than local significance. [*Source: Chapter 380.031, F.S.*]

MAJOR TRIP GENERATORS or ATTRACTORS – Means concentrated areas of intense land use or activity that produces or attracts a significant number of local trip ends.

MANUFACTURED HOME – Means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act. [*Source: Section 320.01, Florida Statutes*]

MASTER COMMUNITY PLAN – The Master Community Plan for a Sustainable Community Overlay shall provide for future development which:

A. Establishes future land use patterns for the Compact Urban Development Area (CUDA) of a Sustainable Community Overlay and the maximum and

minimum densities and intensities of use for all such land uses;

B. Identifies regionally significant natural resources within the Sustainable Community Overlay;

C. Identifies regionally significant public facilities within the Sustainable Community Overlay;

D. Establishes guiding principles that address urban form and interrelationships of anticipated future land uses; and

E. Identifies procedures to ensure intergovernmental coordination to address extra jurisdictional impacts from the Sustainable Community Overlay.

MINERALS – Means all solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone, sand, heavy minerals, and any rare earths, which are contained in the soils or waters of the state.

MINING – Means the commercial extraction of minerals, ores, and organic matter from their natural location by excavation, including any associated processing and storage of these raw materials.

MOBILE HOME –Means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. For tax purposes, the length of a mobile home is the distance from the exterior of the wall nearest to the drawbar and coupling mechanism to the exterior of the wall at the opposite end of the home where such walls enclose living or other interior space. Such distance includes expandable rooms, but excludes bay windows, porches, drawbars, couplings, hitches, wall and roof extensions, or other attachments that do not enclose interior space. In the event that the mobile home owner has no proof of the length of the drawbar, coupling, or hitch, then the tax collector may in his or her discretion either inspect the home to determine the actual length or may assume 4 feet to be the length of the drawbar, coupling, or hitch. [*Source: Section 320.01, Florida Statutes*]

MODERATE INCOME PERSONS/HOUSEHOLDS – "*Moderate-income persons*" means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

MODERATE-INCOME PERSONS – Means one or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

MULTI-MODAL TRANSPORTATION SYSTEM – A Multi-Modal Transportation System is a system that incorporates the movements of people and goods with connections using two or more modes. These modes include air, car, rail, boat, public transit and non-motorized transportation.

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NATURAL DRAINAGE FEATURES – Means the naturally occurring features of an area which accommodates the flow of stormwater, such as streams, rivers, lakes and wetlands.

NATURAL PRESERVATION SITES – Means areas designated for conservation purposes which are operated by contractual agreement with or are managed by a federal, state, regional, or local government or non-profit agency, such as: national or state parks; lands purchased for conservation purposes with public funds, such as under the Save Our Rivers, Preservation 2000, or Highlands County Conservation Trust Fund programs; and, lands used for sanctuaries, natural systems research and education, preserves, monuments, archaeological sites, historic sites, wildlife management areas, national seashores, and Outstanding Florida Waters.

NEIGHBORHOOD PARK – Means a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.

NONCONFORMING – In the context of this Comprehensive Plan, means that the physical features or use of a particular property which existed prior to the Comprehensive Plan's effective date of adoption do not conform to the requirements or standards established by the policies of the Comprehensive Plan.

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OBJECTIVE – Means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

OPEN SPACE(S) – Means undeveloped lands suitable for passive recreation or conservation uses.

OVERLAY – An area that is superimposed over one or more Future Land Use designations or parts of designations to supplement or supersede existing regulations, and/or permit exceptions or require a less-restrictive guideline. Overlays are adopted as part of the Future Land Use Element of the Comprehensive Plan.

~ P ~

PARCEL OF LAND – Means any quantity of land capable of being described with such definitiveness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit, or which has been used or developed as a unit. [*Source: Chapter 380.031, F.S.*]

PARK – Means a neighborhood, community, or regional park.

PERFORMANCE-BASED TREATMENT SYSTEMS – A specialized on-site sewage treatment and disposal system designed by a professional engineer with a background in wastewater engineering, registered in the State of Florida, using the appropriate application of sound engineering principles to achieve specified levels of $CBOD_5$ (carbonaceous biochemical oxygen demand 5 Day Incubation), TSS (total suspended solids), TN (total nitrogen), TP (total phosphorus), and fecal coliform found in domestic sewage waste, to a specific and measurable established performance standard. The term also includes innovative systems.

PERSON – Means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity. [*Source: Chapter 380.031, F.S.*]

PLANNED DEVELOPMENT – A planned development district mixes different types of housing with compatible commercial uses, shopping centers, office parks, and other mixed use developments.

PLANNING PERIOD – Planning Period means the period of time covered by the Comprehensive Plan.

POLICY – Means the way in which programs and activities are conducted to achieve an identified goal.

POLLUTION – Means the presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

POTABLE WATER FACILITIES – Means a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs and distribution mains.

PUBLIC FACILITIES – Means major capital improvements, including transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities.

PUBLIC POTABLE WATER WELL – Means any well serving 15 or more residential households or serving a commercial or industrial property, as defined by Chapter 17-550, FAC.

PUBLIC RECREATION SITES – Means sites owned or leased on a long-term basis by a federal, State, regional, or local government agency for purposes of recreational use.

PUBLIC SERVICES – Means any administrative, entitlement, protective, maintenance, or utility provided by Highlands County to the general public.

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RECREATION FACILITY – Means a component of a recreation site used by the public such as a trail, court, athletic field, or swimming pool.

RECREATION, ACTIVE – Means leisure-time activities, usually of a formal nature and often performed with other people, requiring equipment and taking place at prescribed places, sites, or fields. Such activities include swimming, tennis, and other court games, baseball and other field sports such as football and soccer, track, and playground activities.

RECREATION, PASSIVE – Means activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, chess, checkers, and similar table games, and nature walks and observation.

RECREATIONAL USES – Means activities within areas where recreation occurs.

REGIONAL PARK – Means a park which is designed to serve two or more communities.

REGULATION – Means a principle, rule, or law currently implemented in Highlands County, that is designed to govern or control behavior.

RELOCATION HOUSING – Means those dwellings which are made available to families displaced by public programs, provided that such dwellings are decent, safe and sanitary and within the financial means of the families or individuals displaced.

RESIDENTIAL USES – Means activities within land areas used predominantly for housing.

RIGHT-OF-WAY – Means land in which the state, a county, or a municipality owns the fee simple title or has an easement dedicated or required for a transportation or utility use.

ROADWAY – CRITICAL ROADWAY – A transportation facility forecasted to operate at one of the following levels in the base year of the Highlands County Annual Concurrency Management System Summary Report that does not have a capacity improvement scheduled in the first three years of the County's Capital Facility Schedule (CFS):

A. Not on a Designated Emergency Evacuation Route: volume to maximum service volume (V/MSV) at the adopted level of service standard ratio greater than 1.1.

B. Designated Emergency Evacuation Route: volume to maximum service volume (V/MSV) at the adopted level of service standard ratio greater than 1.0.

ROADWAY – NEAR CRITICAL ROADWAY – A transportation facility forecasted to operate at one of the following levels in the base year of the Highland County Annual Concurrency Management System Summary Report that does not have a capacity improvement scheduled in the first three years of the County's CFS.

A. Not on a Designated Emergency Route: volume to maximum service volume (V/MSV) at the adopted level of service standard ratio greater than 0.9 and less than 1.1.

B. Designated Emergency Evacuation Route: volume to maximum service volume (VMSV) at the adopted level of service standard greater than 0.9 and less than 1.0.

ROADWAY FUNCTIONAL CLASSIFICATION – Means the assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major, or minor levels. Those levels may be further grouped into urban and rural categories.

RURAL VILLAGE – Means a place or locale in the more rural areas of the County for which a master land use plan, called a Rural Village Plan, has been adopted or designated to be done.

~ S ~

SEASONAL POPULATION – Means part-time inhabitants who utilize, or may be expected to utilize, public facilities or services, but are not residents. Seasonal population shall include tourists, migrant farmworkers, and other short-term and long-term visitors.

SELECTED AREA PLAN (SAP) – A detailed, integrated land use plan for an area of the County that includes a Future Land Use designation with objectives and policies establishing a mix of land uses, the densities and intensities of the land uses, and specific provision for roads, potable water, sanitary sewer and parks and recreation facilities. The purposes of the SAP are to incorporate walkability, recreation facilities, and protection of historical resources to be responsive to natural features or specifically to promote employment uses. SAPs are adopted as part of the Future Land Use Element of the Comprehensive Plan.

SERVICES – Means the programs and employees determined necessary by local government to provide adequate operation and maintenance of public facilities and infrastructure as well as those educational, health care, social, and other programs necessary to support the programs, public facilities, and infrastructure set out in the local plan or required by local, state, or federal law.

SHORELINE OR SHORE – Means the interface of land and water and, as used in the coastal management element requirements, is limited to oceanic and estuarine interfaces.

SMART GROWTH – Smart growth is an urban planning and transportation theory that concentrates growth in the center of a municipality to avoid urban sprawl; and

advocates compact, transit-oriented, walkable, bicycle-friendly land use, including neighborhood schools, complete streets, and mixed-use development with a range of housing choices.

Smart growth values long-range, regional considerations of sustainability over a short-term focus. Its goals are to achieve a unique sense of community and place; expand the range of transportation, employment, and housing choices; equitably distribute the costs and benefits of development; preserve and enhance natural and cultural resources; and promote public health.

Smart Growth uses comprehensive planning to guide, design, develop, revitalize and build communities for all that:

A. Have a unique sense of community and place;

B. Preserve, and enhance valuable natural and cultural resources;

C. Equitably distribute the costs and benefits of development;

D. Expand the range of transportation, employment, and housing choices in a fiscally responsible manner;

E. Value long-range, regional considerations of sustainability over short term incremental geographically isolated actions; and

F. Promote public health and healthy communities.

SOLID WASTE – Means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

SOLID WASTE FACILITIES – Means structures or systems designed for the collection, processing, or disposal of solid wastes, including hazardous wastes, and includes transfer stations, processing plants, recycling plants, and disposal systems.

SOUTHERN WATER USE CAUTION AREA (SWUCA) – A water use caution area is where water resources are or will become critical in the next 20 years. The Southern Water Use Caution Area (SWUCA) encompasses approximately 5,100 square miles, including all or part of eight counties in the southern portion of the Southwest Florida Water Management District (SWFWMD). [*Source: SWFWMD*]

STANDARD HOUSING CODE – A municipal ordinance (sometimes a state statute) that sets standards for the construction, rehabilitation, and maintenance of buildings.

STORMWATER – Means the flow of water which results from a rainfall event.

STORMWATER FACILITIES – Means manmade structures that are part of a stormwater management system designed to collect, convey, hold, divert, or discharge stormwater, and may include stormwater sewers, canals, detention facilities, and retention facilities.

STRUCTURE – Means anything constructed, installed, or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. "*Structure*" also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and advertising signs. [*Source: Chapter 380.031, F.S.*]

SUB-STANDARD – Means:

A. Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;

B. A unit which is in violation of one or more major sections of an applicable housing code and where such violation poses a serious threat to the health of the occupant; or

C. A unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50 percent of the property value.

SUITABILITY - means the degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.

SUSTAINABLE COMMUNITY OVERLAY – A Sustainable Community Overlay is characterized as a mixed use urban development that is intended to accomplish the goals of enhancing agricultural sustainability, encouraging conservation of key habitats, and preserving unique natural resources while allowing growth in a higher density urban community with a sustainable mix of uses.

SUSTAINABLE GREEN ASSETS – Sustainable Green Assets refers to agricultural lands, natural resource lands and other lands to be preserved within the Sustainable Community Overlay.

SUSTAINABLE URBAN CENTER – A large and densely populated urban area which may include several independent administrative districts where the quality of life, including ecological, cultural, political, institutional, social, and economic components is improved without leaving a burden on future generations.

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TARGET INDUSTRY – Any industrial sector that is shown through a study to match Highlands County's economic characteristics.

TECHNICAL ADVISORY COMMITTEE (TAC) – The TAC, which is an advisory committee to the Intergovernmental Coordination Element Advisory Committee, consists of representatives from agencies having operational and maintenance responsibility for facilities which have a level of service (LOS) standard established within the County's Plan. The TAC discusses implications of potential LOS changes.

TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) – Traditional Neighborhood Development (TND), or Neotraditional Planning, is a New Urbanist approach to designing municipalities, towns, and neighborhoods. Traditional, or Neotraditional, planners, developers, architects, and designers try to reduce traffic and eliminate sprawl. Homes, shops, businesses, theaters, schools, parks, and other important services are placed within easy walking distance.

TRAILS - Linear corridors and any adjacent support parcels on land or water providing public access for recreation or authorized alternative modes of transportation. Trails are a common recreational component of greenways. Types of trails include; Bicycle Trail (Bikeways); Canoe and Kayak Trails (Blueways); Equestrian Trail (exercise Par Course); Fitness Trail; Hiking Trail; Interpretative/Nature Trail; and Multipurpose, Multi-Use, or Shared Trail.

TRANSPORTATION DISADVANTAGED – Means those individuals who because of physical or mental disability, income status, or age are unable to transport themselves to or purchase transportation and are, therefore dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities.

TRANSPORTATION MANAGEMENT SYSTEM STRATEGIES – Strategies that provide money saving multimodal solutions that relieve congestion, optimize infrastructure investments, promote travel options, and reduce greenhouse gas emissions.

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URBAN LAND USE – Means those land use designations on the Future Land Use Map where urban density and intensity of development is allowed; i.e., land uses with 4 du/acre or higher, commercial, commercial/industrial and industrial.

URBAN ZONING – Means those implementing zoning districts allowed within the urban land use designations.

URBANIZED AREA – Means areas serviced by urban infrastructure such as centralized utilities or compact, walkable development.

~ V ~

VEGETATIVE COMMUNITIES – Means ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, vegetation, and animals.

VERY LOW DENSITY – One (1) dwelling unit per 5 acres or less in areas outside of the Compact Urban Development Area (CUDA).

VERY-LOW-INCOME PERSONS/FAMILY – Means one or more natural persons or a family, not including students, the total annual adjusted gross household income of which does not exceed 50 percent of the median annual adjusted gross income for households within the state, or 50 percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within the county in which the person or family resides, whichever is greater.

VESTING – Means a legal procedure by which Highlands County acknowledges that an individual relied on an act of government to confer specific rights to develop property for certain uses, densities, and intensities of use before the effective date of the Comprehensive Plan or its amendments, even though such development may now be inconsistent with this Plan or its amendments.

VIEWSHED – Indicates the entire area an individual can see from a given point.

VOLUNTARY VISION PLAN – An adopted plan that provides a unified vision for a cohesive geographic area under one or more property ownerships and possibly more than one jurisdiction.

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WASTEWATER FACILITIES – Means structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes trunk mains,

interceptors, treatment plants and disposal systems.

WATER-DEPENDENT USES – Means activities which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation; electrical generating facilities; or water supply.

WATER-RELATED USES – Means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses.

WATER SERVICE AREA – The geographical service area that identifies where a Central Water Service provider currently provides direct water service and plans to provide new water service.

WATERSHED – An area of land that drains downslope to the lowest point. The water moves through a network of drainage pathways, both underground and on the surface. Generally, these pathways converge into streams and rivers, which become progressively larger as the water moves on downstream, eventually reaching an estuary and the ocean. Other terms used interchangeably with watershed include drainage basin or catchment basin.

WELLHEAD PROTECTION AREA – Means an area designated by local government to provide land use protection for the groundwater source for a potable water wellfield, as defined in this chapter, including the surface and subsurface area surrounding the wellfield. Differing levels of protection may be established within the wellhead protection area commensurate with the capacity of the well and an evaluation of the risk to human health and the environment. Wellhead protection areas shall be delineated using professionally accepted methodologies based on the best available data and taking into account any zones of contribution described in existing data.

WETLAND – Means those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils.

Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions.

Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas.

Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. [*Source: Florida Statutes, 373.019 (17)*]

WILDLIFE HABITAT LINKAGE ANALYSIS – An analysis of that is used to identify ecologically intact core habitats in need of preservation or restoration and also pinpoint wildlife movement corridors as they intersect with highways. Connectivity analyses identify and prioritize those areas most important for a variety of wildlife conservation needs and enables DOTs, resource agencies, conservation partners, and others to make better decisions regarding transportation planning, design, and mitigation.

WORKFORCE HOUSING – Housing that is affordable to those households whose occupants earn between 60 and 150 percent of an area's median income.

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XERIC UPLANDS – Means those areas containing both the soils listed below and the plant species listed below. Xeric uplands are those areas that are dry or relatively dry sites which contain a unique assembly of plants not found in any other Ecosystems (the unique suite of plants which are endemic to central Florida) and contains the appropriate soil, as identified by the following soils: Paola Sand 0 to 8 percent slope (map symbol 1), St. Lucie Sand 0 to 8 percent slope (map symbol 2), Duettee Sand 0 to 5 percent slope (map symbol 4), Daytona Sand 0 to 5 percent slopes (map symbol 5), Tavares Sand 0 to 5 slope (map symbol 6), Astatula Sand 0 to 8 percent slopes (map symbol 9), Orsino Sand (map symbol 11), Satellite Sand (map symbol 14), Archbold Sand 0 to 5 percent slopes (map symbol 28), Tavares-Basinger-Sanabel Complex Rolling (map symbol 34), Pomello Sand 0 to 5 percent slopes (map symbol 36), Astatula-Urban Land Complex 0 to 8 percent slopes (map symbol 42), Satellite-Basinger-Urban Land Complex (map symbol 44), Paola-Basinger Sands Rolling (map symbol 45).

Those plants included in these areas are listed but not limited to the following species (found on pages 55 and 565 of Notes on "*Plants Endemic to Florida Scrub*"). The landward extent of wetlands shall be delineated pursuant to Sections 62-340.100 through 62-340.550, FAC, as ratified by section 373.4211, F.S.:

SCIENTIFIC NAME	COMMON NAME	(FAMILY)
Ziziphus celata	Florida jujube	(Rhamnaceae)
Lupinus westianus var. *ardorum*	Scrub lupine	(Fabaceae)
Dicerandra christmanii	Yellow scrub balm	(Lamiaceae)
Chrysopsis floridana	Florida golden aster	(Asteraceae)
Crotalaria sp. nov.	Avon Park Crotalaria	(Fabaceae)
Dicerandra cornutissima	Long-spurred scrub palm	(Lamiaceae)
Dicerandra immaculata	Lakela's mint	(Lamiaceae)
Dicerandra frutescens	Scrub balm	(Lamiaceae)
Eryngium cuneifolium	Wedge-leaved button-snakeroot	(Apiaceae)
Polygala lewtonii	Lewton's polygala	(Polygalaceae)
Conradina brevifolia	Short-leaved rosemary	(Lamiaceae)
Warea carteri	Carter's warea	(Brassicaceae)
Eriogonum longifolium var. *gnaphalifolum*	Scrub buckwheat	(Polygonaceae)
Calamintha ashei	Ashe's savory	(Lamiaceae)
Chionanthus pygmaeus	Pygmy fringe-tree	(Oleaceae)
Asimina tetramera	Four-petaled pawpaw	(Annonaceae)
Hypericum cumulicola	Highlands scrub hypericum	(Clusiaceae)
Bonamia grandiflora	Scrub morning glory	(Convolvulaceae)
Liatris ohlingerae	Scrub blazing-star	(Asteraceae)
Polygonella myriophylla	Sand-lace	(Polygonaceae)
Polygonella basiramia	Hairy jointweed	(Polygonaceae)
Paronychia chartacea	Papery whitlow-wort	(Caryophyllaceae)
Conradina grandiflora	Large-flowered rosemary	(Lamiaceae)
Schizachyrium niveum	Riparian autumngrass	(Poaceae)
Prunus geniculata	Scrub plum	(Rosaceae)
Lechea cernua	Nodding pinweed	(Cistaceae)
Nolina brittoniana	Scrub beargrass	(Nolinaceae)
Clitoria fragrans	Pigeon-wing	(Fabaceae)
Persea humilus[1]	Silk bay	(Lauraceae)
Pinus clausa	Sand pine	(Pinaceae)
Carya floridana	Scrub hickory	(Juglandaceae)
Ceratiola ericoides	Florida rosemary	(Empetraceae)
Asclepias curtissii	Scrub milkweed	(Asteraceae)
Garberia heterophylla	Garberia	(Asteraceae)
Sabal etonia	Scrub palmetto	(Arecaceae)
Ilex opaca var. *arenicola*	Scrub holly	(Aquifoliaceae)
Osmanthus magacarpus	Scrub wild-olive	(Oleaceae)
Quercus inopina	Scrub oak	(Fagaceae)
Sisyrinchium xerophyllum	Scrub blue-eyed grass	(Iridaceae)

SCIENTIFIC NAME	COMMON NAME	(FAMILY)
Bumelia tenax lacuum entity	Scrub buckthorn	(Sapotaceae)

1. Taxon that sometimes is treated as a variety of *Persea borbonia* (L.) Spreng. (e.g., Little, 1979), but here is considered to be specifically distinct because of significant differences from *Persea borbonia* in density and length of appressed ferrugineous hairs on its abaxial leaf surfaces and in flavonoid complement (see Wofford, 1973).

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No Change

DEFINITIONS AND ACRONYMS

There are no proposed text amendments to the Acronyms of the Definitions and Acronyms Section. This is shown below as "(No Change)".

Acronyms – (No Change)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Rachel Barry, Zoning Supervisor**
SUBJECT/TITLE:	**Request to approve proposed ordinance amending Chapter 4 of the Code of Ordinances, Highlands County, Florida pertaining to Special Event regulations and permitting.**

STATEMENT OF ISSUE

Staff is proposing to adopt regulations and permitting requirements for Special Events in order to provide for safe and well organized community events, and allow Staff to issue temporary approvals for events which may not otherwise be permitted pursuant to Zoning regulations.

RECOMMENDED ACTION

Move to approve proposed ordinance amending Chapter 4 of the Code of Ordinances, Highlands County, Florida pertaining to Special Event regulations and permitting.

FISCAL IMPACT

The fiscal impact will result in an increase to the General Fund of at least $50.00 per application.

Attachments: Special Event Ordinance Ad.docx
Special Event Permit Ordinance

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 20-21-___

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

NOTICE is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider for the purpose of enactment the following ordinance on March 16, 2021, at 9:00 a.m. or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida:

ORDINANCE NO. 20-21- _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO SPECIAL EVENT REQUIREMENTS AND PERMITTING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR ORDINANCES; PROVIDING FOR APPROVAL OF MODIFICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of this notice is available for public inspection during regular business hours in the Office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The proposed Ordinance may be inspected by the public at the Highlands County Zoning Division, 501 South Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Inquiries or written testimony should be directed to Rachel Barry, Zoning Supervisor, at this address or by phone at (863) 402-6638. Photocopies may be obtained at this location for fifteen cents ($0.15) per page. Please reference the Hearing Number when calling or writing.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND.

ALL INTERESTED PERSONS MAY APPEAR AND BE HEARD AT THE TIME AND PLACE SPECIFIED ABOVE. ANY PERSON WHO MIGHT WISH TO APPEAL ANY DECISION MADE BY THIS COMMITTEE/GROUP, IN PUBLIC HEARING OR MEETING IS HEREBY ADVISED THAT HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD WILL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH SUCH APPEAL IS TO BE BASED.

THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA,

DOES NOT DISCRIMINATE UPON THE BASIS OF ANY INDIVIDUAL'S DISABILITY STATUS. THIS NON-DISCRIMINATORY POLICY INVOLVES EVERY ASPECT OF THE BOARD'S FUNCTIONS, INCLUDING ONE'S ACCESS TO, PARTICIPATION, EMPLOYMENT OR TREATMENT IN ITS PROGRAMS OR ACTIVITIES. ANYONE REQUIRING REASONABLE ACCOMMODATION AS PROVIDED FOR IN THE AMERICANS WITH DISABILITIES ACT OR SECTION 286.26, FLORIDA STATUTES, SHOULD CONTACT HUMAN RESOURCES, ADA COORDINATOR, AT 863-402-6509 (VOICE), VIA FLORIDA RELAY SERVICE 711, OR BY E-MAIL: HRMANAGER@HIGHLANDSFL.GOV. REQUEST FOR CART OR INTERPRETER SERVICES SHOULD BE MADE AS SOON AS POSSIBLE BUT NO LATER THAN 48 HOURS IN ADVANCE TO PERMIT COORDINATION OF THE SERVICE.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
Scott A. Kirouac, Chairman

ATTEST:
Jerome Kaszubowski, Clerk

This notice is to be published in the **Highlands News-Sun** on: Monday, March 1, 2021 (15 days prior)

PLEASE SEND PROOF OF PUBLICATION TO: Highlands County Zoning Division, 501 South Commerce Avenue, Sebring, Florida 33870

Pursuant to Section 163.3184 of F.S. and 12.03.303 of the Code of Ordinances, the contents of this notice must be of a size that is legible. Please email a copy of the advertisement to rbarry@highlandsfl.org prior to publishing.

BILL TO: Highlands County Zoning Division, 501 S. Commerce Ave., Sebring, FL 33870, Phone # 863-402-6638 P.O. # 210080 – Customer #393987

ORDINANCE NO. 20-21-13

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS FOR HIGHLANDS COUNTY, FLORIDA AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE CREATION OF A NEW CHAPTER ENTITLED SPECIAL EVENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Special Events are an integral part of tourism, economic development and a sense of community in Highlands County; and

WHEREAS, in order to promote the success of Special Events, manage the impacts of Special Events, and protect the public health, safety and welfare at Special Events, the County has determined that it is necessary and prudent, and advances a legitimate public purpose to create a new Chapter of the Highlands County Code of Ordinances to regulate Special Events.

NOW, THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. CREATING NEW CHAPTER ENTITLED SPECIAL EVENTS. A new Chapter of the Highlands County Code of Ordinances, entitled Special Events is hereby created and shall include the following:

A. Purpose.
Special Events are an integral part of tourism, economic development, and a sense of community in Highlands County. As such, it is the purpose of these regulations to promote success, manage impacts, and protect the public health, safety and welfare at Special Events held in unincorporated Highlands County.

B. Exemptions.
The provisions of this Chapter shall not apply to the following:

(1) County Events or Events stemming from Economic Development Department projects in the sole discretion of the County Administrator.

(3) Funeral processions and services;

(4) Lawful picketing or free speech expression activities;

(5) Events conducted entirely on private property that do not meet the definition of “special event”;

(6) Sports activities occurring at sports facilities located on County property.

Nothing in this Chapter shall limit the County's ability to enter into any agreement on such terms and conditions as the County determines to be favorable for the use of County property.

C. Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the stated meanings, except where the context clearly indicates a different meaning:

Applicant means any person or organization that seeks a permit from the County to conduct a Special Event governed by this Chapter.

Right-of-way is land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for traveling purposes, including all roads, streets, alleys, sidewalks, trails, paths, utilities, drainage ways, shoulders, and the publicly controlled land immediately abutting and appurtenant to the traveled and drainage ways.

Special Event means an organized, temporary activity, or series of temporary activities, held outdoors and open to the public by advertisement or invitation, with or without charge, in unincorporated Highlands County. Any reference to "special event" in the Code other than in this Chapter shall mean "Special Event" as defined herein.

Special Event Administrator means a County employee designated from time to time by the County Administrator to administer the provisions of this Chapter.

D. Special Event Criteria.

(1) All Special Events must be conducted in accordance with the following objectives:

(a) The Special Event provides a unique and organized civic, cultural, educational, entertainment, or recreational activity or experience.
(b) The size, attendance, and nature of the Special Event are suitable for the proposed location and duration.
(c) Traffic associated with the Special Event must be managed to accommodate expected attendance.
(d) Parking must be provided to accommodate Special Event staff, participants, and spectators.
(e) Adequate security, emergency medical services, and fire protection services must be provided to protect the safety of Special Event staff, participants, spectators, and the public.
(f) All temporary structures are safe.
(g) Restroom facilities must be provided to accommodate expected Special Event attendance.
(h) Trash must be managed and removed in a timely manner after the Special Event, and the site must be returned to the same or better condition than before the Special Event.
(i) Noise must be managed to minimize the impact on neighboring residences and businesses.
(j) Economic and other impacts to County residences and businesses must be adequately considered so that the net aggregate impact of the Special Event on the area is not negative.
(k) The Special Event can be accommodated for its duration and at its location with required County services, including police, fire, public works, and electrical and parks maintenance.

(2) The Applicant shall demonstrate the ability to successfully carry out the proposed Special Event, including, if applicable, a past record of successful special event performances.

(3) The Applicant shall ensure that the Special Event is conducted in compliance with all applicable laws, ordinances, and County policies, regulations, and procedures.

(4) In addition to the criteria in subsections (1) through (3) of this section, the preference will be given to Special Events which:

(a) Partner with Highlands County businesses to encourage retail and/or restaurant sales.
(b) Feature or include entertainment or attractions of regional, national, or international quality, interest, or attendance.
(c) Promote Highlands County in Special Event-related marketing.
(d) Provide civic or cultural benefits.

(e) Are reoccurring events with a demonstrated history of increased annual performance and success.

(5) The Applicant shall obtain any and all additional permits required to conduct the Special Event or related activities as deemed necessary by the County.

D. Special Event Permits.
All Special Events held in unincorporated Highlands County will require a simple Special Event permit; however, a general Special Event permit will be required when a Special Event:

(1) is held on County property;

(2) impedes, obstructs, impairs, interferes, or disrupts normal or usual use of County property, facilities or Right-of-way; or

(3) requires the use of any County services that would not be necessary in the absence of such a Special Event.

F. Application Procedures and Requirements.

(1) An Applicant shall complete a Special Event permit application in the form prescribed by the County.

(2) If the Special Events Administrator determines that an applicant otherwise meets the criteria for a Special Event permit, but additional information is needed, the Applicant shall submit such additional information in the form requested before a permit decision will be made.

(3) Each Special Event permit application shall be filed at least 90 days in advance of the event date in order to provide adequate notice for organizing County services. Applications that are not submitted in a timely manner may be denied unless the Applicant demonstrates to the Special Events Administrator that compliance within the deadline was impractical or impossible, or the Special Events Administrator determines that the delayed application will not impair the County's ability to accomplish the purposes of this Chapter.

(4) If a Special Event involves multiple governmental jurisdictions, the Applicant is required to obtain all applicable written authorizations from other jurisdictions related to the Special Event.

G. Application Processing.

(1) The Special Events Administrator shall make decisions on completed applications only. The Special Events Administrator shall

determine whether to impose permit conditions and whether the Applicant has demonstrated that the applicable requirements are satisfied.

(2) *Withdrawal.* An Applicant may withdraw the application prior to the issuance of an approval or denial. The County may consider an application withdrawn if the Applicant fails to provide requested information or explanation of why the information cannot be provided within 15 calendar days of the request. The Applicant shall pay to the County any and all costs incurred by the County as a result of the withdrawal.

(3) *Cancellation.* An Applicant shall notify the Special Events Administrator immediately once the Applicant knows that a permitted Special Event will not occur. The Applicant shall pay to the County any and all costs incurred by the County as a result of the cancellation.

(4) *Misrepresentations.* If the Applicant makes a material misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the Applicant shall pay to the County any and all costs incurred by the County as a result of the misrepresentation.

H. Fees, Charges, and Expenses.

(1) *Fees.* A nonrefundable application fee, as set by Resolution from time to time approved by the County, shall accompany a permit application. Prior to issuance of the Special Event permit, the Applicant shall pay any other determined by the County to be applicable from the adopted fee schedule.

(2) *County Support Services.* County support services shall be provided for Special Events as determined by the County to be necessary in order to protect the health and safety and welfare of the public, and the costs of such services shall be paid by the Applicant.

(3) *Police, Fire, Emergency Medical Services, Traffic and Crowd Control.* Police, fire protection, emergency medical services and traffic and crowd control, to the extent determined necessary by the County, shall be provided at Applicant's expense.

(4) The Applicant shall pay to the County any and all costs incurred by the County.

I. Insurance.

The Applicant of a Special Event being conducted on County property must provide certificates of insurance naming the Highlands County as an additional insured for all insurance coverage required by the County in the sole discretion of the County. All such required insurance shall be issued by an insurance company authorized to do business in the State of Florida with a rating specified by the County.

J. Indemnification.

The Applicant of a Special Event being conducted on County property must indemnify and hold the County harmless from and against all claims, suits, causes of action, damages, losses, and expenses incurred, by the County, caused by the acts and/or omissions of the Applicant, or any of its employees, agents, subcontractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless will not be limited by any required insurance coverage amounts.

K. Decision on Special Event Application; Special Conditions.

(1) The Special Event Administrator may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the Special Event objectives set forth herein are met.

(2) *Denial.* If a Special Event application is denied or special condition imposed, the Special Event Administrator shall notify the Applicant in writing of the action, including:

(a) An explanation of the Applicant's right to appeal the action.
(b) The grounds for denial or special condition, including any citations to applicable Code provisions.
(c) If denied, an explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

L. Permit Revocation.

(1) A permit may be revoked by the County Administrator for any of the following reasons:

(a) Failure to conduct the Special Event as presented on the application.
(b) Failure to comply with terms and conditions of the permit.
(c) Failure to adequately pay the fees imposed by the County in a timely manner.
(d) The Special Event or any part thereof poses a threat to public health, safety or welfare.

(e) State of emergency declared by the County or another governmental entity.

(2) If a Special Event permit is revoked, the County Administrator shall notify the Applicant in writing of the action, including the grounds for revocation and an explanation of the right to appeal such revocation to the Board of County Commissioners.

M. Appeal of Denial or Special Condition or Revocation.

(1) An Applicant may appeal: (1) the denial of a Special Event permit or the imposition of a special condition on a Special Event permit to the County Administrator; or (2) the revocation of a Special Event permit to the Board of County Commissioners as follows:

(a) Any appeal must be filed within 5 calendar days from the date of the permit decision.

(b) The appeal shall include the specific reasons for the appeal and any supporting documents.

(3) The County Administrator or designee shall make a decision on an appeal within 10 calendar days of receiving the appeal. After considering the appeal, the County Administrator or designee may uphold, reverse, or modify a permitting decision. The decision of the County Administrator or designee shall be final.

(4) The Board of County Commissioners shall make a decision on an appeal at the next available regularly scheduled meeting of the Board after the appeal is filed. After considering the appeal, the Board of County Commissioners may uphold, reverse, or modify a permitting decision. The decision of the Board shall be final.

N. Termination of Special Event.

The Highlands County Sheriff may terminate a Special Event and disperse participants and spectators as deemed necessary due to breach of peace or any violation of law.

O. Unauthorized acts.

It shall be unlawful for any person to:

(1) Hold a Special Event that requires a permit under this Chapter without obtaining the approved permit.

(2) Fail to conduct the Special Event as presented on the application.

(3) Hold a Special Event that violates the terms and conditions of the Special Event permit.

(4) Hold a Special Event that violates the law, including, but not limited to, laws relating to traffic regulations, disturbing the peace, public nuisance, unlawful assembly, and/or trespass.

P. Administration and Implementation.

(1) The County Administrator shall be responsible for administering and implementing this Chapter and may designate County employees as deemed necessary in order to facilitate administration of this Chapter.

(2) The County Administrator may develop reasonable guidelines to implement this Chapter.

(3) Any additional guidelines developed by the County Administrator shall be subject to review by the County Attorney and shall be posted pursuant to the County's regular practice.

Q. Animals at Public Events.

Animals shall be permitted at public events, at the discretion of the Applicant. Animals providing a service to a person with a disability as defined by the Americans with Disabilities Act and Florida law (Service Animals) may not be excluded from any Public Event. The following shall apply to all Animals (including Service Animals) attending Public Events:

(1) Animals must be leashed at all times, except for Service Animals if the disability of the owner/handler does not allow for the Animal to provide effective assistance when leashed.

(2) Animals must be trained so that, absent illness, the Animal controls its waste elimination.

(3) Animals must be maintained in compliance with the County's animal control and public health ordinances.

(4) The owner/handler of an Animal will be responsible for any damage or destruction caused by the Animal.

(5) An Animal may be excluded from a public event if the Animal's behavior poses a direct threat to the health, safety, or welfare of others.

(6) Providing false information about or misrepresenting the status of a Service Animal is punishable as a second-degree misdemeanor under Florida law.

R. Special Event Signage Criteria.

(1) Signage may identify and safely guide traffic to and from the Special Event.

(2) Signage shall not be placed more than 24 hours before the beginning of the Special Event, unless signs have been preapproved by the County through the permitting or application process.

(3) Signage shall be removed before business hours of the next business day.

(5) Signage shall not be a traffic or pedestrian hazard and shall not conflict with any official traffic control signs and devices.

(6) Signage must be within the pre-defined event footprint or on private property, except for signs that have been preapproved by the County through the permitting process, or are required for safety and directional purposes.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to Special Event permits, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Administrator, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairperson

ATTEST:

By:_____
Jerome N. Kaszubowski, Clerk

G:\COUNTY\ORDINANCES\Zoning\Special Events\Special Event Permit Ordinance.SGS.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **A Resolution of the Highlands County Board of County Commissioners Pertaining to Special Event Permit Fees; Providing for Legislative Findings and Intent; Providing for the Adoption of Special Event Permit Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

The County has determined that the adoption and collection of certain fees related to the application for and issuance of a Special Event permit advances a legitimate public purpose and is in the best interest and welfare of the public.

RECOMMENDED ACTION

Move to approve the Resolution of the Highlands County Board of County Commissioners Pertaining to Special Event Permit Fees; Providing for Legislative Findings and Intent; Providing for the Adoption of Special Event Permit Fees; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

The fiscal impact will result in an increase to the General Fund of at least $50.00 per application.

Attachments: Resolution 20-21-78 Special Event Permit Fees.pdf

RESOLUTION NO. 20-21-78

A RESOLUTION OF THE HIGHLANDS COUNTY `BOARD OF COUNTY COMMISSIONERS PERTAINING TO SPECIAL EVENT PERMIT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE ADOPTION OF SPECIAL EVENT PERMIT FEES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 16, 2021, the County adopted Ordinance No. 20-21-13, which established a code for the issuance of Special Event permits; and

WHEREAS, Ordinance No. 20-21-13 authorizes the County Administrator to create an application process for obtaining a Special Event permit; and

WHEREAS, Ordinance No. 20-21-13 contemplates the imposition of certain fees associated with Special Events and the application process; and

WHEREAS, the County has determined that the collection of certain fees related to the application for and issuance of a Special Event permit advances a legitimate public purpose and is in the best interest and welfare of the public.

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

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Adoption of Special Event Permit Fees. The following fees are established related to Special Event permits.

Item	Fee
Simple Special Event Permit	$50.00
General Special Event Permit	$100.00
Use of County Facilities	Pursuant to Master Fee Schedule
Road Closures	Pursuant to Master Fee Schedule
Security Detail	Pursuant to Master Fee Schedule
Other services or requirements necessary in the discretion of County based on the nature of the event	Pursuant to Master Fee Schedule or Actual Cost

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to Special Event permit fees, which are the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. 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 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of March, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve and rank eighteen (18) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2023-2027 Five Year Work Program.**

STATEMENT OF ISSUE

Attached for your review, approval and ranking are nineteen (19) FDOT Grant Applications for various projects being submitted to FDOT for the FY 2023-2027 FDOT Five Year Work Program. These applications consist of eleven (11) Small County Outreach Program (SCOP), and eight (8) Small County Road Assistance Program (SCRAP) projects.

Please see the attached list which includes: the project name, the location, a brief description, AADT volumes, current road condition index, estimated cost of each project, and additional projects submitted to Hartland Regional Transportation Planning Organization (HRTPO) on February 1, 2021 for the FY 2023-2027 Five Year Work Program.

RECOMMENDED ACTION

Move to approve and rank eighteen (18) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2023-2027 Five Year Work Program.

FISCAL IMPACT

The fiscal impact to the County will be determined by the ranking and acceptance of the projects into the FY 2023-2027 Five Year Work Program. Please be aware that although it has not been required in the past, last year FDOT began suggesting a 25% fund match for some applications.

Attachments: 2021 FDOT_ District 1 Draft Projects Ranking List.pdf

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
10	SCOP	Lake June Rd	CR-17 N to SW Vista Dr	Grade down the hillside slope to increase viability	N/A	62	$ 667,970.60		$ 667,970.60	
7	SCOP	Old SR 8	Portions of Old SR 8	Reconstruct portions of Old SR 8 from Archbold Rd to Hicora Rd / safety improvements	N/A	66	$ 2,323,448.32	$ -	$ 2,323,448.32	
8	SCOP	Lake Josephine Dr	Orange Blossom Ave to Payne Rd	Reconstruct and widen existing roadway, and add paved shoulders, re-stripe, and add/upgrade pavement markings, signage, & existing cross slope	2,356	60	$ 1,641,169.26	$ -	$ 1,641,169.26	
4	SCOP	Jack Weisser Blvd Paving	CR-29 to Wildwood Dr	Pave apporximately a 0.8 mile (4,230 feet) section of graded roadway	703	24	$ 989,022.54	$ -	$ 989,022.54	
6	SCOP	Hammock Rd Paving - Phase II	Unpaved section on Hardee side to the bridge	Add bike lane and pave existing non-paved roadway connecting Highlands Co & Hardee Co	1,887	24	$ 542,657.45	$ -	$ 542,657.45	
5	SCOP	Hammock Rd Paving - Phase I	Unpaved section on Highlands side to the bridge	Add bike lane and pave existing non-paved roadway connecting Highlands Co & Hardee Co	1,887	24	$ 824,520.65	$ -	$ 824,520.65	
1	SCOP	CR-29	1,980' east of US-27 to CR-619 1.8 mi	Add shoulders/Safety Improvements/add turn lane at school	3,795	64	$ 1,820,494.61	$ -	$ 1,820,494.61	
2	SCOP	CR-621	Balmoral Dr to Holmes Ave	Add shoulders/Safety Improvements	N/A	66	$ 1,823,103.37	$ -	$ 1,823,103.37	
9	SCOP	Old SR-8	US 27 S to Bear Point Ln	Reconstruction/widening	N/A	67	$ 2,719,685.49	$ -	$ 2,719,685.49	
3	SCOP	Grand Concourse	Henscratch Rd to Josephine Creek Bridge	Pave a 2.60 mile (13,728 feet) section of existing shell roadway	N/A	N/A	$ 1,823,103.37	$ -	$ 1,823,103.37	
11	SCOP	Webster Turn Phase II	Boeing Ave to Crosley Ln (S of CSX Railroad)	Reconstruct /Rehabilitate 0.35 miles of roadway	N/A	25	$ 166,041.00	$ -	$ 166,041.00	
						Total:	**$ 13,352,072.29**	$ -	**$ 13,352,072.29**	

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
4	SCRAP	Arbuckle Creek Rd Phase I	US Hwy 98 to Bishop Dairy Rd	Mill / resurface	1,236	67	$ 706,517.19	$ -	$ 706,517.19	
3	SCRAP	Lake June Rd	SW Vista Dr to Miller Ave	Mill/Resurface 3.99 miles	N/A	62	$ 3,867,309.93	$ -	$ 3,867,309.93	
2	SCRAP	CR-731	Baptist Church to Clubhouse Rd	Mill/Resurface 2.20 miles	N/A	62	$ 2,003,719.75	$ -	$ 2,003,719.75	
1	SCRAP	CR-731	Clubhouse Rd to Fisheating Creek	Mill/Resurface 2.60 miles	N/A	60	$ 2,148,298.90	$ -	$ 2,148,298.90	
7	SCRAP	Memorial Dr	Sebring Parkway north to Manatee Dr	Mill/Resurface 2.26 miles	5,231	70	$ 3,551,422.60		$ 3,551,422.60	
5	SCRAP	Old SR-8	Hicoria Rd to Joint past Nursery	Mill/Resurface 3.75 miles	N/A	66	$ 1,263,869.09	$ -	$ 1,263,869.09	
8	SCRAP	Desoto City Rd	Desoto Rd to Lunsford Rd	Mill/Resurface 1.78 miles	N/A	65/70	$ 512,483.40		$ 512,483.40	
6	SCRAP	Whatley Blvd	US 27 west to Whatley Ct	Mill/Resurface .72 miles	N/A	66	$ 1,728,756.59		$ 1,728,756.59	
						Total:	**$ 15,782,377.45**	$ -	**$ 15,782,377.45**	

Additional Projects - 2021 Applications - Not Included in Ranking, Ranked by Board on 1/19/2021:

SUGGESTED RANKING	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding	APPROVED RANKING
1	CIGP	Daffodil Street Extension	Lake Crews Ave S to Catfish Creek Rd	Extend Daffodil St approx. 1 mile S to provide a direct, continuouse access to improve emergency response time.	0	0	$ 1,215,400.00	$ 779,050.00	$ 911,550.00	**1**
2	CIGP	Sebring Pkwy Phase IV	Sebring Pkwy I, II, & III to SR-17 & Arbuckle Creek Rd	Construction of a 4-lane divided collector road to connect the existing Sebring Pkwy to SR-17 & Arbuckle Creek Rd	N/A	N/A	$ 4,250,037.00	$ 2,812,529.00	$ 1,437,510.00	**2**
						Total:	**$ 5,465,437.00**	**$ 3,591,579.00**	**$ 2,349,060.00**	

Additional Projects - 2021 Applications - Not Included in Ranking, Ranked by HRTPO or FDOT Only:

SUBMITTED BY	PROJECT TYPE	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION	AADT Volumes	Road Conditions Index	Estimated Total Project Cost	Estimated County Funding	Estimated DOT Funding
HRTPO	TA	Catfish Creek Rd Sidewalk	from pedestrian bridge west to Placid Lakes Blvd	Construct sidewalk for safety & ADA improvements	5,571	75 (bridge to EOR) - 75 Interlake S to curve) - 90 (curve to bridge)	$ 353,221.90	$ -	$ 353,221.90
HRTPO	TA	Catfish Creek Rd Sidewalk & Pedestrian Bridge	from Toumey Ct west to pedestrian bridge	Construct sidewalk for safety & ADA improvements	5,571	75 (bridge to EOR) - 75 Interlake S to curve) - 90 (curve to bridge)	$ 895,878.33	$ -	$ 895,878.33
HRTPO	TA	Lake Olivia Multi-use Path	Nautilus Dr around the outter perimeter of Lake Olivia	Construct sidewalk for safety & ADA improvements		N/A	$ 740,712.38	$ -	$ 740,712.38
HRTPO	TA	W Stryker Rd Sidewalk - Phase I	US 27 to N Irvington Rd	Construct sidewalk for safety & ADA improvements		N/A	$ 847,028.60	$ -	$ 847,028.60
HRTPO	TA	W Stryker Rd Sidewalk - Phase II	N Irvington Rd to N Olivia Dr	Construct sidewalk for safety & ADA improvements		N/A	$ 952,585.26	$ -	$ 952,585.26
HRTPO	TA	SR-17 N Sidewalk	Home Ave north to Arbuckle Creek Rd	Construct sidewalk for safety & ADA improvements		N/A	$ 626,567.80	$ -	$ 626,567.80
HRTPO	TA	Home Ave Sidewalk	Dollar General west of Sebring Parkway east to CR-17	Construct sidewalk for safety & ADA improvements		N/A	$ 318,602.00	$ -	$ 318,602.00
HRTPO	TA	Hammock Rd Multi-use Path - Phase I	US 27 to CR-635	Resurface and make safety improvements		N/A	$ 180,483.60	$ -	$ 180,483.60
HRTPO	TA	Hammock Rd Multi-use Path - Phase II	US 27 to CR-635	Resurface and make safety improvements		N/A	$ 137,002.80	$ -	$ 137,002.80
HRTPO	TA	Hammock Rd Multi-use Path - Phase III	US 27 to CR-635	Resurface and make safety improvements		N/A	$ 146,839.31	$ -	$ 146,839.31
HRTPO	TA	Hammock Rd Multi-use Path - Phase IV	US 27 to CR-635	Resurface and make safety improvements		N/A	$ 138,388.25	$ -	$ 138,388.25
HRTPO	TA	Hammock Rd Multi-use Path - Phase V	US 27 to CR-635	Resurface and make safety improvements		N/A	$ 123,025.10	$ -	$ 123,025.10
HRTPO	TA	S Sun 'N Lakes Blvd Sidewalk	Dollar General to Moon Glow Ave	Construct sidewalk for safety & ADA improvements		N/A	$ 303,351.65	$ -	$ 303,351.65
HRTPO	TA	Scenic Hwy Sidewalk	Lakeview Dr north to Sebring Parkway	Construct sidewalk for safety & ADA improvements		N/A	$ 244,383.10	$ -	$ 244,383.10
HRTPO	TA	Scenic Hwy MUP - Phase I	Sebring Parkway to Summit Rd	Construct sidewalk for safety & ADA improvements		N/A	$ 580,080.89	$ -	$ 580,080.89

HRTPO	TA	Scenic Hwy MUP - Phase II	Summit Rd to Panther Parkway	Construct sidewalk for safety & ADA improvements		N/A	$ 534,191.64	$ -	$ 534,191.64
HRTPO	Safety	CR-721 Lighting	CR-721 to US 98	Install lighting to improve visability & possibly rumble strips		N/A			
HRTPO	Safety	SR-17 Lighting	SR-17 to Arbuckle Creek Rd	Install lighting to improve visability (ties in with proposed sidewalk project)		N/A			
HRTPO	Safety	Stryker Rd Lighting	Stryker Rd to Oliander	Install lighting to improve visability (ties in with current Stryker Rd SCRAP project & proposed sidewalk project)		N/A			
HRTPO	Safety	New Life Way Lighting	US 27 to Corvette Ave	Install lighting to improve visability		N/A			
						Total:	**$ 7,122,342.61**	$ -	**$ 7,122,342.61**

	Estimated Total Project Cost	Estimated County Funding	Estimated FDOT Funding
Combined Totals:	**$ 41,722,229.35**	**$ 3,591,579.00**	**$ 38,605,852.35**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 03/16/2021

PRESENTER:	**Ric Fleeger, Superintendent Parks and Facilities**
SUBJECT/TITLE:	**Request approval for the installation, materials, and staffing to construct an asphalt walking track at Carver Park, also known as MLK Jr. Sports Field, with expenses to include in-kind donation to total $81,360, as requested by the Highway Park Neighborhood Council.**

STATEMENT OF ISSUE

The Highway Park Neighborhood Council (HPNC) has requested an in-kind donation to include the materials, installation and staffing from the County to create and install a walking track in Carver Park, also known as MLK Jr. Sports Field, a county-owned property. The project's estimated costs total $115,460. HPNC is currently requesting an $60,000 in grants from various outside sources to fund their project to include irrigation, trees, restrooms, playground canopy, water meter, etc. HPNC is requesting that the County fund the remainder of the expenses in the amount of $81,360 for the asphalt walking track.

RECOMMENDED ACTION

Move to approve the in-kind donation to not exceed $81,360 for the installation, materials, and staffing to construct an asphalt walking track at Carver Park.

FISCAL IMPACT

Since the Board has no funding source at this time for the requested project, the funds would have to come from Reserve for Contingency from either Fund 005 (General) or Fund 151 (Infrastructure Surtax).

Attachments: HCBOCC. MTG 3.16.pdf


HPNG.org
Highway Park Neighborhood Council
Aka
KEEP HIGHWAY PARK BEAUTIFUL
Village Green
&
Resource Center
FARM RAISED
FARM PROUD
Join us at: FloridaFarmBureau.org
(863)385-5141
HIGHLANDS COUNTY
FARM BUREAU
"Restoring the Highway Park
Community of Lake Placid, FL"

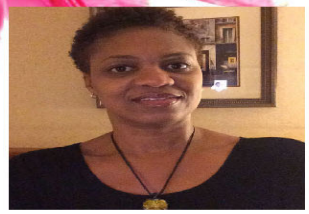
BOARD OF DIRECTORS



Shirley Wilson, Administrator & Ross Hendricks (Key Volunteer)



Introducing The HPNC Board of Directors



Tiffany Green
President



Dennis Crenshaw, Sr.
Project Lead



Sarah Sholtz
Vice President



Evelyn Colón
Executive Director



Teddy Callahan
Treasurer



Vincent Hill, KHPB
President



Patrice Ayala
Secretary

HELPFUL INFORMATION





- ESTABLISHED 2005 - 501C3 ACHIEVED MAR 12, 2012
- BOARD MEETS EVERY 2ND MONDAY MONTHLY AT 6:30P (LIVE/VIRTUAL)
- 4 PART-TIME PAID STAFF
- ANNUAL ALL COMMUNITY MEETINGS HELD IN JUNE (LIVE/VIRTUAL)
- WELE YOUTH LEADERSHIP PROGRAM
- ANNUAL HEALTH FAIRS & ARTS EVENTS
- ANNUAL GREAT AMERICAN CLEAN UPS
- MULTIPLE PROJECTS TO IMPROVE OUR COMMUNITY (CEMETERY, VETERANS MEMORIAL, COMMERCIAL DISTRICT, RESOURCE CENTER, ETC.)

WHY ARE WE HERE TODAY?

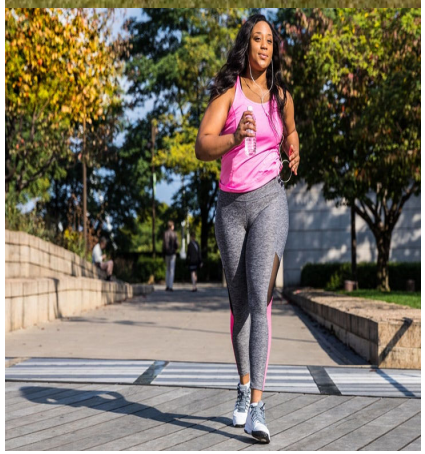
- TO THANK HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, ENGINEERING, AND PARKS & RECREATION FOR ONGOING SUPPORT
- BY REQUEST, UPDATE THE HCBOCC ON GRANTS WE ARE WRITING TO UPGRADE MLK JR. SPORTS FIELD TO ENHANCE PARK AMENITIES AND ENSURE ADA COMPLIANCE
- TO SEEK HCBOCC APPROVAL FOR INKIND CONSTRUCTION IF GRANTS ARE AWARDED

WHY ARE WE RAISING FUNDS IF THE MLK JR. SPORTS FIELD IS A PUBLIC PARK?

- To do our part to install amenities to improve our park and our community
- To help make the park ADA compliant
- To ensure the county does not incur an undue financial or administrative burden
- To lessen the burden on taxpayers by supplementing our request for county support

PROJECT: ONE STEP FOR LIFE





- **DESCRIPTION:** One Step for Life is a critical community improvement, health, and wellness project at the MLK Jr. Sports Field (George Washington Carver Park), a 4.5-acre parcel in the center of Highway Park, adjacent to the school originally built in 1940

- **TOTAL COST**: $115,460

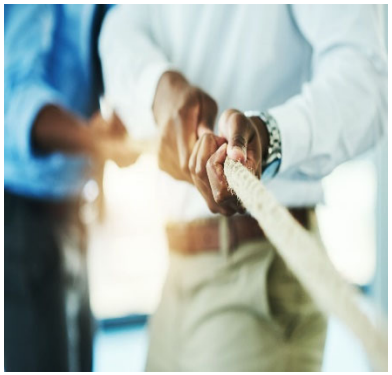
- **PURPOSE**:
  - Improve amenities within the park
  - Ensure ADA compliance
  - Provide a space for exercise and recreation
  - Provide much needed clean drinking water
  - Provide shade for the playground and newly installed exercise stop stations
  - Install a jogging/running trail to encourage exercise to improve health

TOTAL PROJECT COST $115,460



- **FUTURE GRANTS = RESTROOMS (RPAC)**
- **CURRENT REQUEST/GRANTS**
  - **$1500** – Irrigation system
  - **$2550** – Water meter (Lake Placid Utilities)
  - **$2550** – 6 live oaks for shade
  - **$5000** – Drinking Water Fountain
  - **$5000** – Canopy for playground
  - **$7500** – Part time maintenance staff
  - **$8000** – Engineering & Design
  - **$2000** – Construction staking & surveying
  - **$81,360** – 10,600 ft. asphalt track (1325 feet long x 8 ft. wide)if installed by Highlands County

HPNC PENDING GRANTS - $60,000



- FLORIDA BLUE
- KEEP AMERICA BEAUTIFUL
  - UPS TREE PLANTING
  - MLK CORRIDOR
- LAKE PLACID NOON ROTARY
- FL DEPARTMENT OF TRANSPORTATION - KEEP OUR PARADISE LITTER FREE (APPROVED FOR MARKETING)

HOW CAN HIGHLANDS COUNTY HELP?

- **AUTHORIZE THE CONSTRUCTION OF THE ASPHALT TRACK AS INKIND USING COUNTY OWNED SERVICES/EQUIPMENT/STAFF**
  - Per County Engineering the cost for the county to install the asphalt track is:
    - $81,360 for construction



QUESTIONS?



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Rebecca Cable, Human Resources Manager**
Elaine Wood, Human Resources Technician

SUBJECT/TITLE: **Request approval of Wellness Budget for the 2020-2021 Plan Year.**

STATEMENT OF ISSUE

Each year the County's Health Insurance carrier provides dollars for employees to participate in Wellness activities. Typically, the County hosts an on-site Wellness Event in April for all employees. However, with the COVID-19 Pandemic the County had to cancel the 2020 Wellness Event and also the 2021 Wellness Event. The Human Resources Department is proposing to use the Wellness funds for the 2020/2021 Plan Year for the following activities:

-Partner with Advent Health for onsite & virtual Wellness Activities
-Partner with Omada - a subsidiary of Cigna that provides Diabetes and Hypertension Prevention programs
-Motivate Me - a program on Cigna's website that allows employees to earn "points" for wellness activities which can then be converted to Gift Cards
-Wellness-In-A-Box activities provided by Gehring Group and run by Agency staff

RECOMMENDED ACTION

Move to approve Wellness Budget as presented.

FISCAL IMPACT

No fiscal impact, all wellness dollars are pre-approved and reimbursed by the carrier.

Attachments: Wellness Budget_2021.xlsx

Highlands County Board of County Commissioners
Proposed Employee Wellness Event Budget
FY 20/21

Vendors	Contact	Tables
Advent Health	Denise Grimsley	N/A
Omada (Cigna)	Gehring Group	N/A
Wellness In A Box	Gehring Group	N/A
Open Enrollment	BCC	N/A
Motivate Me (Cigna)	Gehring Group	N/A
Total		0

Omada (Projected)	Qty	Cost
Diabetes Prev - Initial	60	$ 37,980.00
Hypertension - Initial	60	$ 37,560.00
Diabetes - Initial	60	$ 21,960.00
		$ -
		$ -
Total	180	$ 97,500.00

Advent Projected Costs	Qty	Cost
Registered Dietician	100	$ 6,000.00
Farmer's Market	150	$ 1,500.00
Cooking Classes	30	$ 7,500.00
Food (Cooking Classes)	30	$ 900.00
Vouchers	20	$ 6,000.00
Total	330	$ 21,900.00

Motivate Me	Qty	Cost
Online Health Assess	50	$ 1,250.00
Annual Physical	50	$ 1,250.00
Flu Shot	52	$ 1,300.00
Wellness Activity	50	$ 1,250.00
Total		$ 5,050.00

Supplies/Décor	Qty	Cost
Total		$ -

TOTAL BUDGET:	$ 150,000.00	Wellness Balance	
Omada	$ 97,500.00	$	25,550.00
Advent	$ 21,900.00		
Motivate Me	$ 5,050.00		
	$ 124,450.00		

Volunteer	Agency	Date	Hours

BOCC Gift Cards (19/20)	$ 9,600.00
HCSO Gift Cards (19/20)	$ 8,500.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Consideration of acquisition of property that is of interest to Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

Consideration of acquisition of property that is of interest to Highlands County Board of County Commissioners future expansion of Highlands County government.

RECOMMENDED ACTION

Move to direct staff on each of the three properties that are of interest for future expansion of Highlands County government.

FISCAL IMPACT

None at this time.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of March 11, 2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact

Attachments: COUNTY ATTORNEY LOG.pdf

County Attorney Log

	DATE	RECEIVED FROM	REQUEST	STATUS
1		Clinton Howerton	Solid Waste Contract - Review and Amend	Mediation requested
2	7/31/20	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS/under review
3	8/6/20	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Under review
4	8/7/20	Randy Vosburg	Review and revise Trespassing Policy	Assigned – MR-draft prepared
5	11/17/20	Clinton Howerton	Review revised EMS Station layout	Assigned –SS/additional information needed
6	11/17/20	Board	M-CORES/Broadband Resolution	Under review
7	1/7/21	Jonathan Harrison	Review Shell Pit Occupancy Agreement	Assigned-SS-low priority
8	2/2/21	Mike McMillian	Review Natural Resources Advisory Commission Resolution regarding meetings	Assigned-SS/draft resolution prepared
9	2/24/21	Jonathan Harrison	Review question regarding roadway maintenance	Assigned-SS/under review
10	2/25/21	Rachel Barry	Review revisions to Lien Satisfaction Policy	Due 3/19/21
11	3/1/21	Ginger Svendsen	Review Interlocal Agreement with the School Board	Assigned-MR/under review
12	3/8/21	Melony Culpepper	Review e-mail regarding rezoning Future Land Use Map Amendment	Assigned-SS/Under review
13	3/8/21	Melony Culpepper	Review draft Ordinance CPA-21-583SS	Assigned-SS/Under review
14	3/8/21	Jennifer Willis	Review Resolution for Vacation of Easement	Assigned-SS/Under review
15	3/8/21	Rebecca Cable	Review revisions to Personnel Manual	Assigned-SS/Under review
16	3/9/21	Rachel Barry	Review Agreement Template - waivers	Assigned-SS/Under review
17	3/10/21	Chantel Brutus	Review Agreement – Windy Point Fishing Tournament	Assigned -MR/Under review

18	3/10/21	Marc Bashoor	Review Swat Medic Agreement	Assigned-MR-Under review
19	3/10/21	Marc Bashoor	Review Fire Assessment Resolution	Assigned – SS/Under review

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Randy Vosburg, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**FY 21/22 Preliminary Budget Outlook - General Fund**

STATEMENT OF ISSUE

As we approach the FY 21/22 budget season, Administration felt it was important to give the Commissioners a brief update on the General Fund with the FY 19/20 CAFR completed and the effects of COVID-19 as of 3/10/21.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

No Fiscal Impact

Attachments: Preliminary Budget Outlook_3-16-21.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS

PRELIMINARY BUDGET OUTLOOK FY 21/22

MARCH 16, 2021

GENERAL FUND - FUND BALANCE

September 30, 2020 Comprehensive Annual Financial Report	
Unassigned Fund Balance (DRAFT)	**$ 17,524,589**
Fund Balance Appropriated in FY20/21 Adopted Budget	**(5,414,008)**
Remaining Unassigned Fund Balance not in Budget	**$ 12,110,581**
Fd Balance Appropriated in FY20/21 Adopted Budget	**$ 5,414,008**
Estimated Fund Balance to be Used (+/-) in FY20/21	**(1,000,000)**
Estimated Unused Fd Balance in FY 20/21	**$ 4,414,008**
Remaining Unassigned Fund Balance not in Budget	**$ 12,110,581**
Available Fund Balance for FY21/22	**$ 16,524,589**

FUND BALANCE POLICY

Available Fund Balance for FY20/21 (cont.)	$ 16,524,589
Potential Extraordinary Revenues in FY20/21	1,000,000
Unassigned Fund Balance not in Budget	$ 17,524,589
General Fund Budget FY 20/21	$ 73,522,179
100% Grant Programs	(1,870,806)
Capital Items	(274,933)
Transfers to Other Funds	(1,372,878)
Reserve for Contingency	(476,500)
Total General Fund Balance Per Policy	$ 69,527,062
One Month Expenditures	$ 5,793,922
Number of Months of Available Fund Balance	3.02 Months

AD VALOREM SCENARIOS

- **FY 20/21 Estimated Ad Valorem Collections $ 43,361,681**
- **FY 21/22 Estimated Increase (1%) $ 433,617**
- **Remaining Ad Valorem Millage – 1.45 Mills $ 7,538,808**
  - **(based on FY 20/21 Values)**

WHAT IS NEXT?

1. Revenues… Ad Valorem expectations (preliminary estimated value by 5/31)
2. Statistical data collection (OMB-ongoing)
3. Budget Submittals – 4/1/21
4. Dept. Budget Review with Admin/OMB – 5/3-5/14
5. Workshops – July/August
6. Budget Adoption – 9/2/21 & 9/14/21

DISCUSSION

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of March 9th, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 3.16.2021.pdf
Status - Project Updates (FINAL) 3.16.2021.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Waiting on Highlands Regional/HCA Leadership to prepare written notification of their desire to buy the hospital facility and include their evaluation of what the facility is worth. Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. HRMC CEO - says a letter should be submitted by end of the 1st quarter.	Communications continues, awaiting letter from HCA leadership. Intend to find a specialized appraiser that both parties agree to use. Map a plan for funds after the sale of the facility.	Ongoing
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Opened a Task Order for the amount of $25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent approximately $20,000 so far. Have additional $25,000 set aside in current fiscal year budget (20-21) to continue services. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional $25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn provided suggested next steps/deliverables with pricing included for ongoing efforts and implementation. Working our way down the list; within the bounds of funding. Almost to the first $25,000 limit. Kimley Horn has completed the draw down pressure tests of the pumps and lift stations in Lake Placid to determine the capacity and flow rates. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Will bring to board as soon as paperwork and deliverables is complete from Enterprise Florida. Working on drafting flexible deliverables to plan out next budgeted $25,000 to keep the project moving forward.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options.	Provide Report to BOCC on options	20-Apr-21
Priority 7	TBD	Annexation/ Interlocals with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	4/30/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	4/30/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	FDOT is reviewing the BID documents	Final approval of bid docs then advertise for bid.	4/15/2021
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions, pushing out information relating to the new stimulus packages and resources for businesses. Despite COVID-19, still doing a lot of day-to-day economic development office work. Working with numerous industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan. Almost complete for collateral for website updates with the goal of being ready for March races. Applied for and received two rural development grants through Enterprise Florida and DEO. We will submit agreement to board for approval once received back from Enterprise Florida. Recently gave tours of county and potential sites and projects to 4 commissioners. Held Bernie Little Distributors' Groundbreaking Ceremony in February and sent out press release. Provided economic development update to Commissioners at March 2 BOCC meeting.	Ongoing
10	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless taskforce meeting.	Ongoing
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from March 3 through March 16, 2021

Attachments: