HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 06, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.
Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Historic Preservation Commission will meet on Thursday, April 8, 2021 at 2:30 p.m., in the Board room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring

The Highlands County Zoning Board of Adjustment will meet on April 13, 2021, at 3:00 p.m. in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will have a Special Meeting on Friday, April 16, 2021 on the racetrack of the Sebring International Raceway, 113 Midway Drive, Sebring, Florida

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.*
Commissioner Arlene Tuck

6.B *Presentation of Employee of the Quarter for the 4th Quarter of 2020.*
Randy Vosburg, County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

6.C *Request approval of a Proclamation recognizing April 11-17, 2021 as "Animal Care and Control Appreciation Week" in Highlands County, Florida.*
Commissioner Kathy Rapp
No fiscal impact.
Proclamation animal care and control personnel.SGS.docx

6.D *Request approval of a Proclamation recognizing April 11-17, 2021 as "National Public Safety Telecommunicators Week" in Highlands County, Florida*
Sheriff Paul Blackman
No fiscal impact.
Telecommunicators Week Proclamation 2021.doc

6.E *Request approval of a Proclamation declaring the month of April 2021 as "Water Conservation Month" in Highlands County.*
Chairman Scott Kirouac
No fiscal impact
Water Conservation Proclamation 2021.doc

6.F *Request approval of a Proclamation recognizing the week of April 4 to April 10, 2021 as National Library Week*
Vikki Brown - Highlands Library System Manager
No Fiscal impact.
NLW-2021-proclamation Revised.docx

6.G *Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month"*
Sarah Beth Rogers, Children's Advocacy Center Manager
no fiscal impact
CAP Month Proclamation 2021.pdf

6.H *Request approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.*
Chairman Scott Kirouac
No fiscal impact.
LifeLink_Proc_2021.doc

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2018-2019.*
Randy Vosburg, County Administrator
No fiscal impact
Annual Report 2019-2020_DRAFT4.pdf

8.B *Donation of 75 three ring binder notebooks to Highlands County School Board*
Tanya Cannady, Business Services Director
No Fiscal Impact

8.C *Request approval to purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.*
Marc Bashoor, Public Safety Director
Fiscal impact after the trade in of $5,000.00 is $8,439.32 to General Fund 005 which is excess funds within the cost center.
Memo approval.pdf

Quote 10326228.pdf

8.D *Request to waive the Landfill Tipping Fees for Placid Lakes Homeowners Association Annual Community Cleanup*
Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that the Placid Lakes Homeowners Association Annual Community Cleanup will haul an estimated ten (10) tons of Class 1 waste at a cost of $45.00 per ton for a total of $450.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.
Placid Lakes Community Cleanup Request Letter.pdf
Placid Lakes HOA Community Cleanup History.pdf

8.E *Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup*
Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Canal Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.
Placid Lakes Community Canal Cleanup Request Letter.pdf
Placid Lakes Canal Cleanup.pdf

8.F *Request for support and signature on the Florida Heartland Economic Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South-Central RAO (Rural Area of Opportunity).*
Meghan DiGiacomo, Executive Manager of Business & Economic Development
No Fiscal Impact
Letter of Support FHERO Re-Designation.pdf
FHERO 2019-2020 Accomplishments.pdf
Email from Commissioner Burroughs.pdf

8.G *Request approval of a resolution to establish a public hearing date of May 18, 2021*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact.
Resolution 20-21-79 - Roadway closure request JGS Land Development LLC.pdf

8.H *Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library for Categories 3 Landscape Architecture, 4 Registered Surveyor and Mapping, and 5 Planning Services, and approve Chair to execute agreements between Highlands County and ten (10) 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.
Combined 20-024 C3-C5 Agreements.pdf

8.I *Request consideration to waive fees of $325.00 for the 2021 Special Stars Softball Field Day at the Highlands County Sports Complex.*
Richard Fleeger, Parks & Facilities Superintendent
The total fiscal impact of the fee waiver request is $325.00

Special Stars Tournament 04.17.2021.pdf
2020-2021 Fees Waived 03.18.21.pdf

8.J *Amended and Reinstated Agreement between the Highlands County Sheriff's Office and the Highlands County Board of County Commissioners*
Marc Bashoor, Public Safety Director
Garrett Roberts, Attorney for the Highlands County Sheriff
The fiscal impact is unknown.
Swat MOU - 032421.pdf

8.K *Request approval of Agreement between Highlands County and CliftonLarsonAllen, L.L.P. for professional financial auditing services for the fiscal years 2021 through 2024.*
Tanya Canady, Business Services Director
Christine Davis, Purchasing Manager
The fiscal impact is as follows for each Fiscal Year:
FY21 - $183,750.00; FY22 - $185,745.00; FY23 - $187,740.00; and FY24 - $189,735.00
CLA Agreement-signed.pdf
RFP 20-038 Recommended Award.pdf

8.L *Request approval to Pay without PO for Public Consulting Group, LLC (PCG) invoice # 213120 in the amount of $45,186.40.*
Marc Bashoor, Public Safety Director
Fiscal impact is $45,186.40 from General Fund 005, Cost Center 5105, Account 53400.
Public Consulting.pdf

8.M *Request approval of Budget Amendment 20-21-062 to transfer funds for project 20029 for Boat Dock Repairs, 20041 and 20042 for Playground Systems at H.L. Bishop Park and Sports Complex, and 20043 for HVAC Systems for County Facilities.*
Richard Fleeger, Parks & Facilities Superintendent
There is no fiscal impact to Fund 151 (Infrastructure Surtax) and Fund 143 (Florida Boating Improvement) or the overall budget as this Budget Amendment is transferring previously adopted budget funds to projects 20029, 20041, 20042 and 20043 in the amounts of $8,000, $60,607.70, $80,371.02, and $31,000, respectively.
20-21-062 Parks_Facilities Projects (BA).pdf
20-21-062 Parks_Facilities Projects (Reserve).pdf
HC Funding Requst for Play Systems 02.03.2021a.pdf

8.N *Request approval of Budget Amendment 20-21-065 and Resolution to provide funds for the Length of Service Award Program (LOSAP).*
Marc Bashoor, Public Safety Director
The Fiscal Impact is an increase to Fund 181 (Fire Assessments) in the amount of $41,300.
20-21-065 LOSAP_Fuel Stipened (BA).pdf
20-21-065R LOSAP_Fuel Stipend (RESOLUTION).pdf

8.O *Request approval of Budget Amendment 20-21-068 and Resolution to provide funds for the purchase of equipment needed in the District.*
Marc Bashoor, Public Safety Director
The Fiscal Impact is an overall net Decrease of $30,430.03 to the FY20-21 Budget with a Decrease to Fund 355 in the amount of $49,649.00 and an Increase to Fund 113 in the

amount of $19,218.97.
20-21-068 Project 18032 Highlands Lakes Equipment.pdf
20-21-068R Proj 18032 Highlands Lakes Equipment (Resolution).pdf

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

10 PUBLIC HEARING

11 ACTION AGENDA

11.A *Request to Vacate of Easement – 5205 and 5217 Blaine Dr., Sebring, FL 33872*
Clinton Howerton Jr., P.E., County Engineer
No Fiscal Impact.
5205 & 5217 Blaine Dr - VOE Agenda Packet.pdf

11.B *Request approval of the purchase of property located at 7301 Haywood Taylor Blvd, Sebring, Florida, along with Budget Amendment 20-21-070 and Resolution.*
Sarah Albritton, Capital Project Manager
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $181,169.25, the additional funding necessary from Fund Balance Brought Forward.
RPPA 7301 Haywood Taylor Blvd.pdf
20-21-070 Proj 20047 Haywood Taylor Blvd Purchase (BA).pdf
20-21-070R Proj 20047 Haywood Taylor Blvd Purchase (Resolution).pdf

11.C *Request for approval and signature on legislative letters for the following topics:*

1) Letter of opposition for Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions;
2) Letter of opposition for Senate Bill 750- Impact Fees; and
3) Letter of support for current funding levels for the SCOP and SCRAP programs during State appropriations.

Liz Barber, Legislative Affairs & Grants Coordinator
1) Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions has an undetermined fiscal impact;
2) Senate Bill 750- Impact Fees has unknown fiscal impact; and
3) Reduction in SCOP and SCRAP program funding would have an undetermined negative fiscal impact.

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *Presentation on Traffic Studies for Comprehensive Plan Amendments*
Clinton Howerton, County Engineer
Leah Sauls, Development Services Director
Melony Culpepper, Planning Supervisor
No fiscal impact.
Comp Plan Traffic Studies Presentation.pdf

12.B *County Attorney Status Report*
Sherry Sutphen, County Attorney

There is no fiscal impact
COUNTY ATTORNEY LOG.pdf

12.C *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 4.6.2021.pdf
Status - Project Updates (FINAL) 4.6.2021.pdf

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from March 17 through April 6, 2021*

15 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: April 6, 2021

PRESENTER: **Commissioner Arlene Tuck**

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

STATEMENT OF ISSUE

Sam Spires began his career with the Board of County Commissioners in October of 2015 as a Human Resources Specialist in the Business Services Department. In August of 2018, he was promoted to Veteran Services Specialist in the Community Programs Department, where he remains today.

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: April 6, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Presentation of Employee of the Quarter for the 4th Quarter of 2020.**

STATEMENT OF ISSUE

Human Resources received two (2) new Employee of the Quarter Nominations for the 4th quarter of 2020 . There were 3 Nominations from the 3rd quarter that were still active. The Employee Awareness Committee reviewed the nominations and voted virtually on February 4, 2021 and each member was asked to select one employee from those nominated. Human Resources tallied the individual selections of the Committee members and the following employee was selected as the recipient of the Employee of the Quarter Award for the 4th Quarter: Kimberly Stone, Avon Park Library.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Kimberly Stone, Avon Park Library.

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Commissioner Kathy Rapp**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing April 11-17, 2021 as "Animal Care and Control Appreciation Week" in Highlands County, Florida.**

RECOMMENDED ACTION

Move approval of a Proclamation recognizing April 11-17, 2021 as "Animal Care and Control Appreciation Week" in Highlands County, Florida.

FISCAL IMPACT

No fiscal impact.

Attachments: Proclamation animal care and control personnel.SGS.docx

PROCLAMATION

A Proclamation of the Board of County Commissioners of Highlands County, Florida honoring animal care and control personnel in Highlands County, Florida

Whereas, animal care and control personnel provide important services in our community; and

Whereas, the hard-working men and women in the animal care and control industry risk their lives and devote tremendous amounts of personal time and resources to serving the public; and

Whereas, shortly after taking office in 2017, Sheriff Blackman agreed to assume responsibility for the County's animal control operations; and

Whereas, since the County's animal control operations have been under the control of Sheriff Blackman, many changes have been made, including upgrades to the facility to make the same more public and animal friendly, as well as increases in the animal adoption/rescue rate to an unprecedented 94%; and

Whereas, the Heel Together Academy, created under the purview of Sheriff Blackman, has proven to be a successful tool for helping inmates learn valuable animal training skills, and at the same time making the animals in the facility more adoptable; and

Whereas, Highlands County appreciates and celebrates the creative approach and dedication of Sheriff Blackman and his animal care and control personnel.

Now, Therefore, the Board of County Commissioners of Highlands County, Florida, does hereby proclaim April 11, 2021, through April 17, 2021, as "Animal Care and Control Appreciation Week" in Highlands County, Florida, and commends its observance to all citizens.

Done and adopted on this 6th day of April, 2021.

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Scott Kirouac, Chairman
HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Sheriff Paul Blackman**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing April 11-17, 2021 as "National Public Safety Telecommunicators Week" in Highlands County, Florida**

RECOMMENDED ACTION

Move approval of a Proclamation recognizing April 11-17, 2021 as "National Public Safety Telecommunicators Week" in Highlands County, Florida

FISCAL IMPACT

No fiscal impact.

Attachments: Telecommunicators Week Proclamation 2021.doc

HIGHLANDS COUNTY
PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 11-17, 2021

WHEREAS, emergencies that require police, fire, or emergency medical services can occur at any time; and

WHEREAS, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property when an emergency occurs; and

WHEREAS, the safety of our law enforcement officers, firefighters, and emergency medical personnel are dependent upon the quality and accuracy of information obtained from citizens by communication with the Highlands County Consolidated Dispatch Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators provide a vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators in Highlands County, Florida, have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, Public Safety Telecommunicators have exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

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 April 11-17, 2021, to be National Public Safety Telecommunicators Week in Highlands County, Florida, in honor of the men and women whose diligence and professionalism keep our community and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Highlands County to be affixed this 6th day of April, 2021.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

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Scott Kirouac, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Chairman Scott Kirouac**

SUBJECT/TITLE: **Request approval of a Proclamation declaring the month of April 2021 as "Water Conservation Month" in Highlands County.**

STATEMENT OF ISSUE

This Proclamation is being presented for the Board's consideration and adoption, at the request of the South Florida Water Management District and the Southwest Florida Water Management District, and is in support of water conservation efforts during the month of April.

RECOMMENDED ACTION

Move approval of a Proclamation declaring the month of April 2021 as "Water Conservation Month" in Highlands County.

FISCAL IMPACT

No fiscal impact

Attachments: Water Conservation Proclamation 2021.doc

Proclamation

A Proclamation of the Highlands County Board of County Commissioners, Highlands County, Florida (hereinafter referred to as "the Board") recognizing April 2021 as "Water Conservation Month" in Highlands County, Florida

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the Board are working together to increase awareness about the importance of water conservation; and

WHEREAS, the Board and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the Board has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida does hereby proclaim the month of April as

Water Conservation Month

In Highlands County and calls upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and adopted this 6th day of April 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Scott Kirouac, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Vikki Brown - Highlands Library System Manager**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the week of April 4 to April 10, 2021 as National Library Week**

STATEMENT OF ISSUE

National Library Week and Proclamation celebrates the beloved institution that is the Highlands County Library System. Libraries continually work for the betterment of our communities by providing open access to resources and an environment for the community to increase both knowledge and understanding.

RECOMMENDED ACTION

Move to approve the proclamation recognizing the week of April 4th as National Library Week.

FISCAL IMPACT

No Fiscal impact.

Attachments: NLW-2021-proclamation Revised.docx

National Library Week 2021
Proclamation

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities; and

WHEREAS, libraries are accessible and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida does hereby proclaim the week of April 4-10, 2021 as “National Library Week” in Highlands County, Florida. In observance of this week, we hereby encourage all residents to visit their library online to access resources and services. Because of you, Libraries Transform lives and communities.

DONE AND ADOPTED this 6th day of April 2021.

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Scott Kirouac, Chairman
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Sarah Beth Rogers, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month"**

STATEMENT OF ISSUE

April is the month where Child Abuse Prevention & Awareness is recognized throughout the nation. Year after year, the Highlands County Commission is asked to proclaim that Highlands County, FL will recognize April as Child Abuse Prevention & Awareness month in support of the efforts of the Child Abuse Permanency & Prevention task force and the Children's Services Council. This proclamation helps in public awareness as to our community's stance on child abuse, emphasizes the County Commission's intolerance of all types of child abuse, and encourages all agencies in our community facing this problem to continue working together in the fight to end child abuse and maltreatment. Adults in our community are encouraged to reach out to local agencies with questions regarding child abuse, to report something if they see something, and to promote great childhoods for all.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing April as "Child Abuse Prevention Month"

FISCAL IMPACT

no fiscal impact

Attachments: CAP Month Proclamation 2021.pdf

CHILD ABUSE PREVENTION MONTH IN FLORIDA

WHEREAS, Florida's bright future depends on the healthy development of its children; and

WHEREAS, adverse childhood experiences, including the abuse and neglect of children, can cause severe and costly consequences for children, families and society as a whole; and

WHEREAS, every child has a right to a safe, healthy and happy childhood where they are educationally and developmentally on track; and

WHEREAS, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, it is vital that individuals, businesses, schools and community organizations make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

WHEREAS, during the month of April, Prevent Child Abuse Florida, in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, and the Ounce of Prevention Fund of Florida, implements Pinwheels for Prevention; and

WHEREAS, Pinwheels for Prevention is a statewide coordinated campaign aimed to increase awareness of child abuse prevention efforts by encouraging healthy child development, positive parenting practices and community support; and

WHEREAS, the blue and silver pinwheel displays in this campaign symbolize the health and happiness all children deserve; and

WHEREAS, Child Abuse Prevention Month is an important opportunity to urge all Floridians to engage in activities that strengthen families and communities, and that provide the optimal environment for healthy child development;

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, in regular session, duly assembled, does hereby claim April 2021 as *Child Abuse Prevention Month* and urge all Floridians to engage in activities which purpose is to strengthen families and communities to provide the optimal environment for healthy child development. Done and adopted this 6th day of April, 2021.

Board of County Commissioners
Highlands County, FL

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Scott Kirouac, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 21, 2020

PRESENTER: **Chairman Scott Kirouac**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.**

STATEMENT OF ISSUE

Ms. Erika Flores, Public Affairs Coordinator for LifeLink Foundation, Inc. has submitted a Proclamation for the Board's consideration and approval. The Proclamation encourages residents to sign up on Florida's organ and tissue registry.

RECOMMENDED ACTION

Move approval of a Proclamation recognizing April as "Donate Life Month" in Highlands County.

FISCAL IMPACT

No fiscal impact.

Attachments: LifeLink_Proc_2021.doc

PROCLAMATION

Whereas one of the meaningful gifts that a human being can bestow upon another is the gift of life; and

Whereas more than 39,000 Americans receive a lifesaving organ transplant every year; and

Whereas, a new patient is added to the national patient waiting list for an organ transplant every 10 minutes; and

Whereas**,** more than 108,000 men, women and children are currently on the national waiting list for organ transplantation, of which approximately 5,000 are in the West and Southwest Florida area; and

Whereas**,** an average of 22 people die every day awaiting an organ transplant that does not come in time; and

Whereas**,** one organ, tissue and eye donor can save or enhance the lives of as many as 75 people; and

Whereas**,** everyone is a potential organ, eye and tissue donor and can register their wish to save lives through organ and tissue donation at www.DonateLifeFlorida.org or on their driver license.

NOW, THEREFORE, the Highlands County Board of County Commissioners, does hereby proclaim the month of April 2021, as

DONATE LIFE MONTH

in Highlands County, and encourages Highlands County residents to consider giving life through organ donation and to sign up on Florida's organ and tissue donor registry by visiting www.DonateLifeFlorida.org or when renewing their driver's license or state identification card. Done and adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Scott Kirouac, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2018-2019.**

STATEMENT OF ISSUE

The County Administrator is required to present to the Board of County Commissioners an annual report reflecting achievements during the preceding year. Florida Statutes, section 125.74 (b), states that it is the responsibility of the County Administrator to: "provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents."

Please find the attached FY 2019-2020 Annual Report. The Annual Report will be posted to the County's Official website and can be accessed at www.highlandsfl.gov

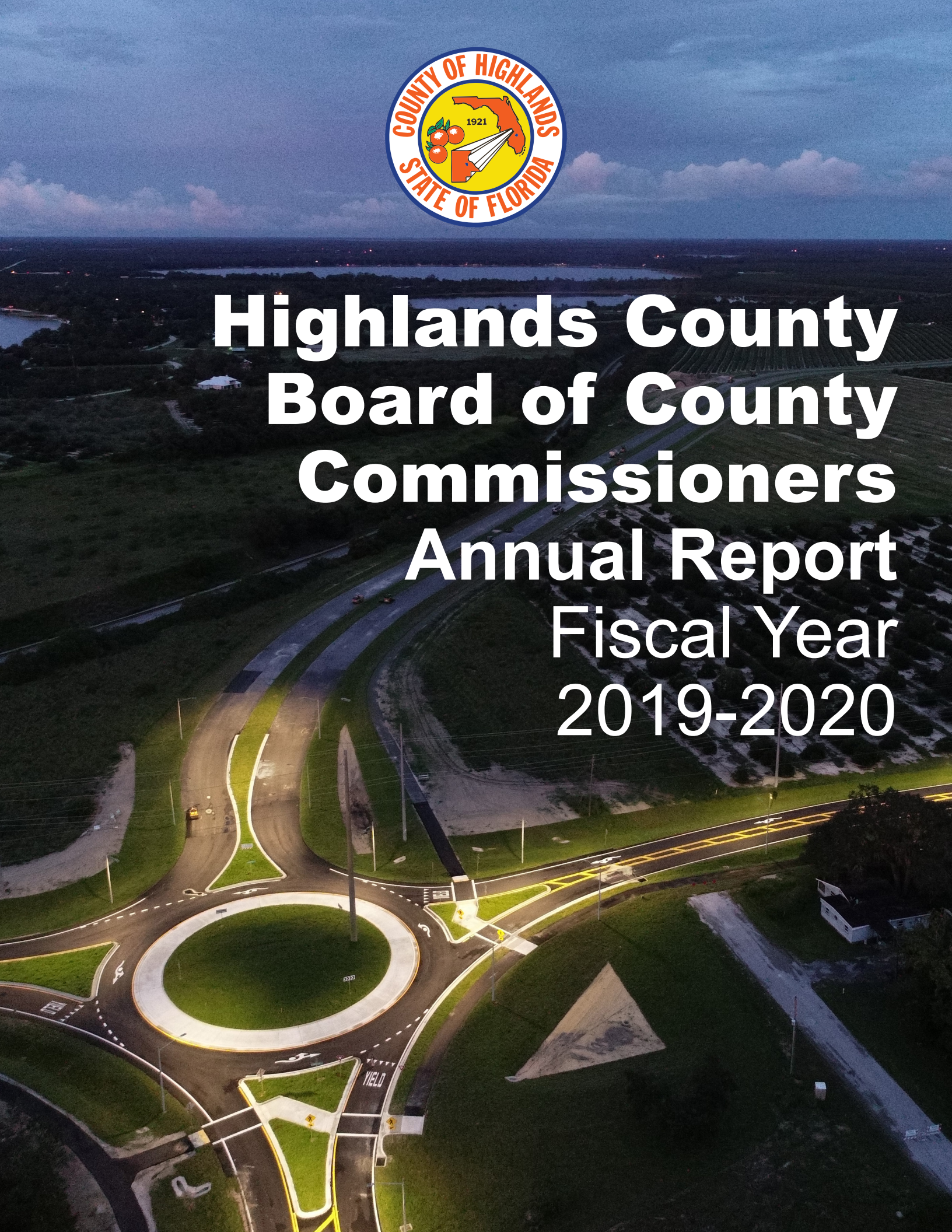
RECOMMENDED ACTION

Move to accept into the record the County Administrators Annual Report for Fiscal Year 2018-2019.

FISCAL IMPACT

No fiscal impact

Attachments: Annual Report 2019-2020_DRAFT4.pdf



Highlands County Board of County Commissioners Annual Report

Fiscal Year 2019-2020

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- Warehouse 20

The Board

Highlands County is one of 67 counties in Florida and was established by an Act of the Florida Legislature. By the authority of the Constitution of the State of Florida, the Board of County Commissioners share the functions of government with the Constitutional Officers.

Highlands County's five commissioners are each elected to serve a four-year term. These terms are staggered and each member is elected at-large but represents a geographic district within the County. The chairperson of the Board is elected annually by the other Board members and presides over all board meetings. The Board meets on the first and third Tuesday of each month and all meetings are open to the public. For a current Board meeting schedule, please visit www.highlandsfl.gov.

The Board of County Commissioners is a policymaking board. They have responsibility for the provisions of general government services, the development of infrastructure and establishment of regulations regarding zoning and land use provisions. The Board approves the County's operating and capital budgets, passes ordinances and takes actions that provide for the health, safety and welfare of the citizens of Highlands County.

The Board is also responsible for setting the millage rate (tax on real property) to fund all functions of County government, with the exception of the Tax Collector and most court-related functions.

County Administrator Randal Vosburg

It has been an honor to serve the Board and the citizens of Highlands County over the past year. This annual report looks back at the progress of the past year and highlights the accomplishments that demonstrate the Board's continued commitment to sustainable growth, economic development, investment in infrastructure, and fiscal responsibility.

2020 brought a tremendous change not only to Highlands County but the entire country with the introduction of COVID-19. This tremendously contagious virus brought our country a pandemic and a new way of operating. Our entire way of doing business has changed but in many ways has become more efficient and user friendly. For the first time, many departments experienced alternative work locations and new procedures for protecting themselves and the public.

During the second quarter of the year the federal government made available financial aid to our citizens through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021. These programs provided fast and direct economic assistance for American workers, families, and small businesses, and helped to preserve jobs for American industries. Through the first two phases of the County's CARES program, Highlands County citizens, businesses and non-profit organizations received over $8.34 million in relief. Through the third phase of the program, local citizens, businesses and local government were awarded over $10 million in relief.

The Board accomplished this year's balanced budget while leaving the millage rate at the current 8.5500 mills for the seventh year in a row. The budget of $159.2 million was a 2.94% increase from the previous year's budget. We demonstrated our commitment to responsible stewardship with the development and balancing of the full Capital Financial Strategy for FY 2020/2021 through 2029/2030, a feat not accomplished for Highlands County since FY 2012/2013. We continued to educate citizens on County budgeting by holding community meetings in all three municipalities.

Also of note, the County has undergone a rebuilding process over the last two years in terms of staffing. With major staff changes in all areas of the organization, the County is getting the right people in the right places. Once fully implemented, the County will be stronger than ever before.

As we move through Fiscal Year 20/21, we encourage you to get involved with your County government and ask that you visit the County's website at www.highlandsfl.gov where you will find more information about the County and its programs. We thank our employees, elected officials, municipalities, districts, and community partners for everything they do, for the programs and services they provide, and for making Highlands County a wonderful place to live, work and play.

Business Services

HUMAN RESOURCES

The goal of Human Resources is to assist the Board of County Commissioners in achieving the strategic mission through our commitment to providing professional, progressive and strategic leadership to all stakeholders.

- Human Resources implemented an Applicant Tracking System (ATS), JazzHR, to enable electronic applications, reporting and analysis.
- Created pop-up training documents for the new ATS for hiring managers and administrators.
- Created new policies and procedures for Remote Work and FFCRA Leave Administration in response to the COVID-19 pandemic.
- Worked with Clerk's IT to setup and configure an electronic personnel file system in OnBase. The division's hope is to have all electronic personnel files by the end of 2021.

BY THE NUMBERS

385
Employees served

86
Positions advertised

737
Applications received

23
Employees hired

7
Retirements

63
Resignations

10
Terminations

County's Wellness Event was cancelled due to COVID-19

NON AD-VALOREM ASSESSMENT (NAV)

The Non-Ad Valorem Assessment Division continued to work with the Tax Collector's staff and consultants to make improvements to the new software that manages assessments and generates assessment rolls. Staff conducted mailings for Sebring Hills SBD to reduce rates, and Orange Villa Mobile Home Estates SBD to increase rates, and established maximum rates. Staff worked with Property Appraiser staff to produce the fire assessment roll in-house, which resulted in a cost savings.

OFFICE OF MANAGEMENT AND BUDGET (OMB)

The Office of Management & Budget (OMB) successfully completed another Budget Season. OMB worked with the Clerk of Court's Accounting department in the setting up and recording of budgets, revenues, expenditures and other entries necessary for the tracking and spending of funds. OMB also monitored the expenditures of the major funds and communicated with Administration as to any variances when compared to the budget. OMB tracked and monitored all currently open projects, working with the project managers to update their project control records as needed, adding new projects and closing those that have been completed.

Business Services (continued)

PURCHASING

In FY 19/20, Purchasing provided for 67 solicitations. Some of the major projects solicited include Sebring Parkway Phase IIA and IIB, Courthouse chiller replacement, new Public Safety administrative office, disaster debris monitoring and disaster debris removal, Thunderbird East & West sidewalk extensions, the Government Center roof replacement, the Annex roof replacement, and the external auditor services.

Five competitive Invitations to Bid for property sales resulted in 306 properties sold at a total amount of $1,875,848.10.

Vendor enrollment in Vendor Registry increased by 507 companies/ persons, a 37% increase over the prior year, for a total of 2,197 vendors. Purchasing's goal is to have 3,000 vendors registered by October 2021.

BY THE NUMBERS

PURCHASING

67
Solicitations

22
Invitations to Bid

32
Formal written quotes

8
Requests for Proposals

1,687
Purchase Orders issued totaling $37,964,757

5,321
P-Card transactions totaling $1,361,232

306
Surplus property sales totaling $1,875,848 in revenue

RISK MANAGEMENT

FY 19/20 was a challenging year for all departments due to operational changes and safety precautions implemented due to COVID-19. The Fire Rescue department continued to grow, bringing additional risk and insurance exposures to the County's program.

Risk Management implemented a new Safety Committee in 2020, which includes directors, supervisors. line staff and employees from other constitutional offices. The committee meets quarterly.

The department implemented the new requirements of the Federal Motor Carrier Safety Administration, which allows all employees who require a commercial driver's license (CDL) for their job to be registered in the Clearinghouse.

In May 2020, Risk Management worked with Facilities to mitigate a flood that occurred in the Highlands County Courthouse, which displaced Clerk employees, required extensive repairs and the closure the Courthouse until October.

Risk Management applied for the Safety Tips Award through Preferred Governmental Insurance Trust and was awarded $5,000 for personal protective equipment purchased during the pandemic.

BY THE NUMBERS

RISK MANAGEMENT

63
Claims processed

38
Workers Comp claims processed

25
Auto & General liability claims

2
Mediation attended

Community Programs

The Community Programs Department is comprised of five divisions: Children's Advocacy Center (CAC), Countywide Library System, Healthy Families Highlands, Human Services, and Veteran Services. The programs under the Community Programs umbrella address many of the quality of life needs in Highlands County. The success of the department is our staff who have a heart for the community and possess the skills, commitment and knowledge to facilitate outstanding programs for the citizens we serve.

CHILDREN'S ADVOCACY CENTER

The Mental Health Program was expanded to include three therapists on staff, two full-time grant funded postitions and one part-time grant-funded postition.
Staff also finlized plans to rename the center.

THE RUTH E. HANDLEY Children's Advocacy Center OF HIGHLANDS COUNTY

BY THE NUMBERS

138
New clients

133
Forensic and spercialized interviews conducted

2,164
Victim advocate encounters

1,960
Direct therapy services

12
MDT case reviews

COUNTYWIDE LIBRARIES

As a member of the Heartland Library Cooperative, Highlands County Library System is now a part of statewide sharing system called FLIN SHAREit.

During the COVID-19 pandemic, the Highlands County Library System enhanced the Wi-Fi access points creating more wireless internet availability in the library parking lots. A total of 10,702 wireless sessions occurred in 2019-2020. In addition to enhancing the wireless access, the e-books/audiobooks service of Axis 360 was cultivated to create more availability for on-demand library materials.

Highlands County Library System youth services staff embarked on new territory for the Summer Reading Program 2020. Youth services staff planned an online summer reading program giving patrons the ability to view recorded story times, S.T.E.A.M. activities, and craft videos on the County Facebook page. In addition to these summer reading program videos, staff prepared take home craft kits themed to match each week's videos.

BY THE NUMBERS

241,672
Annual circulation transactions

136,564
Members who visted library facilities

72,611
E-resource access sessions

10,702
Wireless access sessions

2,466
Summer Reading program total participation

Community Programs (continued)

HEALTHY FAMILIES HIGHLANDS

Healthy Families is a network of evidenced-based home visitation programs that help parents provide the safe and stable environments children need for healthy growth and development. The Healthy Families program is nationally-accredited and proven to prevent child abuse and neglect. The Healthy Families Highlands team works to improve childhood outcomes and to increase family self-sufficiency by empowering parents through education and community support.

During the fiscal year, 16 families successfully completed the program by having remained engaged in the program for 3-5 years and having improved self-sufficiency.

The program was awarded a Certificate of Accreditation in June 2020 for demonstrating fidelity to the Healthy Families America Model during its onsite visit in 2019.
In July 2020, the state-wide program transitioned from a two-step to a one-step Eligibility System, resulting in more families eligible for program services. Services are now customized based on the assessment of family needs, which categorizes families to receive services under one of three track systems: Accelerated, Traditional or Open to Case Management Services.

BY THE NUMBERS

96 families & 213 children
Enrolled in program

987
Received home visitation services

62
Assessments conducted

122
Referrals to community resources

HUMAN SERVICES

Human Services strives to provide support and assistance to residents of Highlands County by connecting them to available services within the community as well as providing direct services when available.

Residents were assisted by the Health Care Responsibility Act (HCRA), which requires counties to pay for indigent hospitalization when it occurs in a hospital outside of our county. Support was also provided through Prescription Assistance, funded by the Coast2Coast Rx Card, which provided life-sustaining medications to uninsured and low income citizens of our county. The funding source for our prescription assistance service is provided by the Coast2CoastRx prescription discount card. This card is available to residents of Highlands County. To learn more about this program and to print a card, visit www.coast2coastrx.com. This program is a great benefit to participants and in turn provides funds to Human Services for the Prescription Assistance Program.
Partnerships with a network of funeral homes within the county provided for indigent cremation services.

Community Programs (continued)

VETERAN SERVICES

In the beginning of the 19/20 Fiscal Year, the second annual Veterans Appreciation Luncheon fed 440 veterans at the American Legion Post 25. Thanksgiving dinners were given to 45 veterans with all the trimmings. The VSO hosted the annual Community Programs Christmas Breakfast. Staff and volunteers handed out 45 Christmas dinners along with presents from Sebring Village and Lake Placid Feed and Western Wear Store. Staff received personalized letters from Sen. Rick Scott for their dedication to the veterans of Highlands County and the state.

The 2020 Veterans Benefit Fair chaired by the VSO team and the HCBCC Veterans Advisory Board held at the Genesis Center assisted 225 veterans. The VSO team was recognized before the Highlands County Board of County Commissioners with Certificates of Appreciation for their stellar service to the veterans of Highlands County.

BY THE NUMBERS

OCTOBER-DECEMBER
663
Veterans served

3,412
Phone calls

JANUARY-MARCH
493
Veterans served

225
Veterans assisted via Veterans Benefit Fair

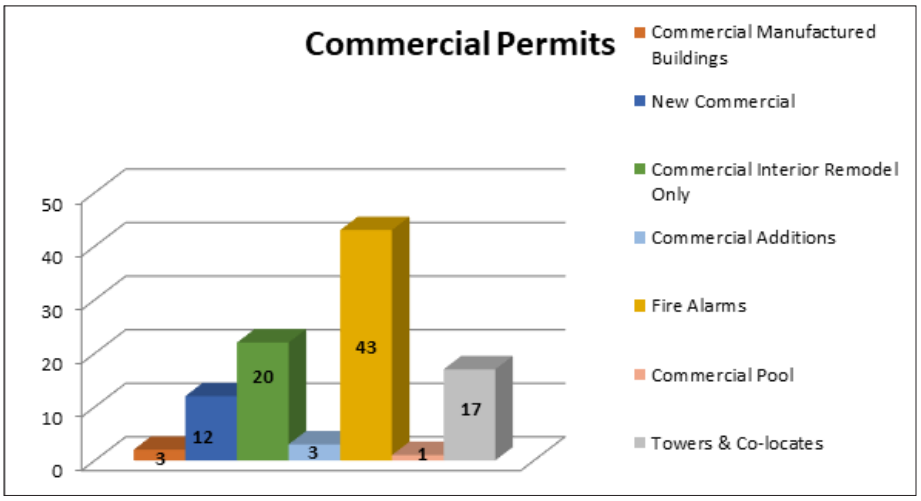
Due to COVID-19, the VSO team shifted and transitioned to a work from home program. They continued to serve the veterans; just in a different capacity. Toward the end of the fiscal year, a flagpole dedication was held with a Navy veteran at a church in Lake Placid, and Veteran Services Officer Denise Williams attended a pinning ceremony of a veteran in hospice care.

Development Services

BUILDING

Housing starts increased this fiscal year, with total starts of 295, increasing 31% compared to the prior fiscal year. This increase is due to new site built single-family homes.

Mobile home activity slowed this fiscal year with a decline of 19% and 55 mobile home permits issued. A total of 7,014 permits were issued this fiscal year, an increase of 2.84%.



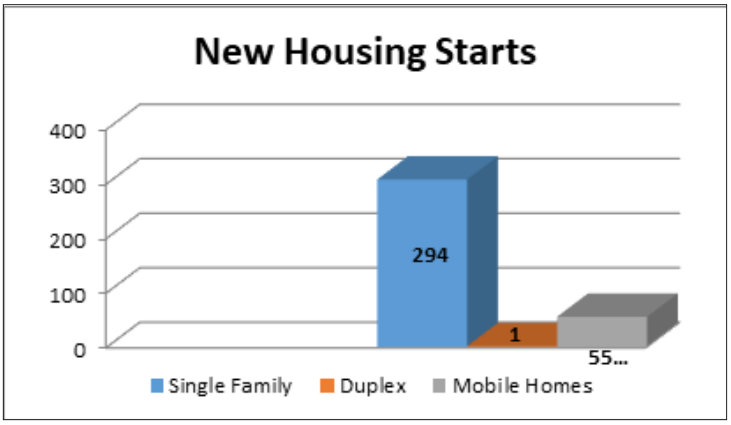
The following projects were valued over $500,000:
International Technologies – Propane buildout
Amir Mustafa Realty LLC – Dunkin Donuts Sebring
Board of County Commissioners – Build out Fire Rescue main office
Century Storage – Addition to existing warehouses

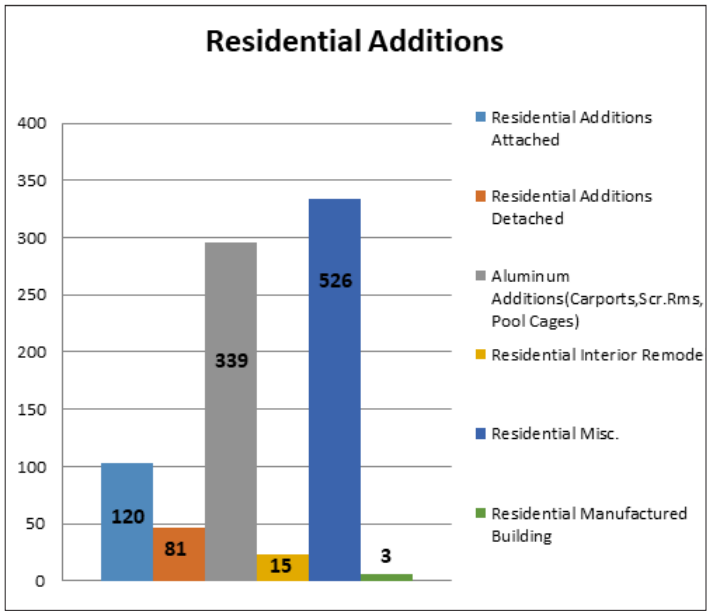
BY THE NUMBERS

BUILDING
7,014
Permits issued

13,216
Inspections conducted

297
Complaints inspected





HOUSING

Helped 80 people last fiscal year and injected over $720,000 into the community for housing-related activities.

Development Services (continued)

PLANNING

County

Zoning changes: 15
Board of Adjustment (BOA) cases: 21, 15 special exceptions, 6 variances
Staff reports prepared: 30 for Zoning, 27 for Future Land Use (FLU), and 22 for BOA, for a total of 79
Plan/plat reviews, including pre-app, preliminary and final: 27
Environmental clearance permits: 87
Land clearing permits: 520
Future land use amendments: 10 (3 large scale and 7 small scale).

BY THE NUMBERS

CODE ENFORCEMENT

2,691
Complaints

1,528
Violations compiled

$11,529.37
Civil citation fines and administrative fees collected

$0
Parking fees collected

$30,385.88
Special Magistrate fees collected

15,849
Customer calls

5,329
Total number of inspections

ZONING

7,719
Phone calls

2,625
In-person inquiries

15
Zoning changes

6
Variances

15
Special exceptions

27
Number of plats reviews

$163,203.21
Revenue collected

Development Services (continued)

ECONOMIC DEVELOPMENT

Economic Development is a coordinated approach to leveraging the county's assets and resources, as well as the strengths of its stakeholder partners to facilitate the expansion, development and attraction of businesses and associated job creation to position the economy for positive, sustained growth raising quality of life for all.

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

Office activities

For FY 19/20, staff attended over 100 business meetings/calls/virtual meetings with existing or prospective entities, over 105 partner/stakeholder meetings, seven speaking engagements, responded to over 50 prospects or requests for information, and worked 40 leads. HCED issues monthly activity reports and provides biannual update presentations to the BOCC.

BY THE NUMBERS

105,424
Population

6.7 percent
Unemployment rate as of August 2020

$35,825
Average wage

2,327
Number of establishments as of Q3 2019

Grants

HCED continued collaborative efforts to develop an aviation cluster in Highlands and Polk counties through the awarded $300,000 EDA grant in 2019. Throughout FY 19/20, staff reviewed the cluster study process and strategy efforts.

Staff continued working with Duke Energy after the Site Readiness Program final presentation and was awarded a $3,200 grant through the Duke Energy Foundation to cover a North Highlands Industrial Site advertisement design and placement in Site Selection Magazine. HCED was also approached by Duke Energy to pursue their Advance Program, which will cover the cost of three of the six site readiness recommendations, including Phase 1 Environmental studies on the North Highlands Industrial Site.

Regional economic development

HCED is an active community member of the state-designated Rural Area of Opportunity – the Florida Heartland Economic Region of Opportunity (FHERO) – which is a six-county, four-city region. HCED works closely with its counterparts, including DeSoto, Hardee, Hendry, Glades and Okeechobee counties as well as Belle Glade, Immokalee, Pahokee, and South Bay.

HCED worked closely with FHERO and VisionFirst Advisors to coordinate and offer a Rural Economic Development Academy for elected officials throughout the FHERO region. Staff also worked closely with FHERO to develop and design a regional marketing brochure/magazine for new business prospects.

Emergency Management/ESF 18

A large majority of FY 19/20 for staff involved COVID-19 response efforts. From March through September 2019, staff logged 381 COVID-related hours and from June through September 2019, staff logged over 768 CARES-related hours.

Development Services (continued)

TOURIST DEVELOPMENT

Tourist Development continued to promote Highlands County as a friendly, attractive and diverse destination for tourism, thus creating a positive economic impact benefiting the entire county. Prior to COVID-19, tourism revenue, which comes from a 4% tax on overnight stays by visitors of less then 6 months, was outperforming the previous year by 20%. As of July 2020, the expected decrease in tourism revenue will be down by at least $200,000 due to the coronavirus and a reduction in overall travel throughout the world.

Office and outreach activities

For FY 19/20, staff developed and issued monthly e-newsletters for both tourists and local partners, monthly activity reports, and an annual update presentations to the Board. Staff also:

- Led the initiative to revise the TDC's Event Grant Program.
- Oversaw a Highlands County Sports Audit & Assessment.
- Responded proactively to the COVID-19 situation by holding regular calls with tourism partners and disseminating pertinent tourism information.
- Developed and launched digital tourism passports.
- Moved into Phase 2 of the County's Google Audit for tourism partners.
- Developed a new Visit Sebring Travel Guide.
- Developed a COVID-19 landing page on its website.
- Developed a digital coloring book.
- Participated in 40+ COVID-related conference calls and webinars regarding travel and tourism.
- Produced and distributed an "Uncrowded" video to showcase the areas outdoor activities.
- Hosted a social media training for local tourism partners.

Segment meetings

In FY 19/20, staff met regularly with tourism industry segments, such as the Citrus Golf Trail, Hotel & Accommodations, Art & Culture groups, the three Chambers of Commerce, and Fishing Tournament directors. Staff also began meetings with sports-related groups after the Sports Audit was completed and attended an Adventure Travel Seminar.

Events and projects

Staff developed and launched Florida's third GeoTour in Highlands County, and developed a plan to enhance existing fishing tournament facilities at two Lake Istokpoga sites and received approval from both TDC and BOCC for funding.

Awards

In conjunction with the Sebring Chamber of Commerce for hosting and marketing the Sebring Soda Festival, Tourism Development was awarded the Sunsational Award from the Florida Festival & Events Association, and the Flagler Award from VISIT FLORIDA.

Engineering

ENGINEERING

In FY 19/20, the Engineering Department submitted 22 grant applications, totaling $35,943,922.84, for various transportation-related grant programs, including the Florida Department of Transportation's Five Year Work Program, which consists of the following: Small County Outreach Program, Small County Road Assistance Program, Transportation Operation and Safety Improvement Program, Transportation Enhancements Program, County Incentive Grant Program, and Transportation Regional Incentive Program.

Engineering projects

- Sebring Parkway Phase IIA – Project #17062.
- Sebring Parkway Phase IIB – Project #17063.
- Sebring Parkway Phase III – Project #09021.
- Thunderbird Road Sidewalk (Comet to Grand Prix) – Project #15009.
- Thunderbird Road Sidewalk (Grand Prix to Cougar) – Project #15010.
- Arbuckle Creek Road Turn Lane – Project #16002.
- Interlake Blvd. Resurfacing – Project #16066.
- Animal Services Building – Project #16044.
- Youth Care Sidewalk Improvements – Project #17002.
- ADA Transition Plan – CR 721 (SR 70 to SR 98) – Project #17046.
- Heron St. – Project #18007.
- West Stryker Roadway Improvement – Project #18008.
- CR 623 (Kenilworth Blvd.) – Project #18009.
- New Traffic Operations Building – Project #19007.
- Sun N Lake Sidewalk Improvements – Project #19016.
- Placid Lakes Sidewalk Improvements – Project #20004.

BY THE NUMBERS

22
Grant applications submitted, totaling $35,943,922.84

124
Applications received

169
Utility permits reviewed

149
Utility permits issued

GIS

The Geographic Information Systems Division created a new GIS Interactive Map and conducted one training session.

BY THE NUMBERS

GIS
19
Roadways renamed

950
Address points verified and corrected

1,170
Citizen walk-ins and phone calls

SOLID WASTE

Took in 133,426 tons of municipal solid waste and 2,200 tons of recycling. Waste Connections serviced 38,023 households on average.

TRAFFIC OPERATIONS

The division fabricated, installed or repaired 11,607 signs, and 1,197 traffic signal and streetlight repairs/replacements. Traffic Operations also contracted/installed 1,210,797 linear feet of roadway striping and 29,705 thermal plastic messages and raised pavement markers.

Parks & Facilities

FACILITIES

The Facilities maintenance team responded to 572 service repair calls in more than 35 buildings across the county and 117 service repair calls for 23 fire stations and district improvement buildings.

A water main break at the Courthouse caused major flooding on the first and second floors and the basement. Maintenance and custodial teams removed and cleaned up damaged ceiling tiles, baseboards, moved furniture, and mopped up remaining water.

Other projects included installing 18 new HVAC systems, painting the exterior of the Sebring and Avon Park public libraries, installation of infrastructure conduit for the IT Department at the Road & Bridge office for fiber optic lines, assisting with the Courthouse HVAC control system, installation of prox locks, and re-routing the roof drainage at the State Attorney's office.

BY THE NUMBERS

FACILITIES
689
Total service repair calls

PARKS & REC
74
County properties maintained

REVENUE
$7,930
Facility rentals

$32,317
Sports Complex

The custodial teams kept county facilities clean and sanitized in more than 40 buildings. They used steam cleaners in office space and public areas to help stop the spread of germs, and also helped stock face masks and sanitizer stations in public areas.

PARKS AND RECREATION

Parks and Recreation crews stayed busy mowing and maintaining, not only at County parks and boat ramps, but also trimming trees and bushes for five fire stations and Highlands Parks Estates. Work was also performed at Windy Point Park to bring it back into compliance with Florida Fish and Wildlife Commission after being overrun with invasive plants. "Slippery when wet" signs were installed at all County boat ramps, and the carpentry crew constructed a new seawall at the East Lake Placid boat ramp.

At the Sports Complex, the team performed year-round regular maintenance of all nine fields. Heartland Soccer Club continued to play and hosted a soccer camp. Local adult softball leagues were reduced to two seasons due to the pandemic, with a total of 35 teams in the Recreation League. 14 senior teams (age 50+) participated in league play. This year's tournaments included four one-day tournaments and three two-day tournaments with USSSA, Florida World Sports League, Roberto Clemente Softball, and Sunshine State Softball Production and Suncoast Reebok held a three-day softball camp.

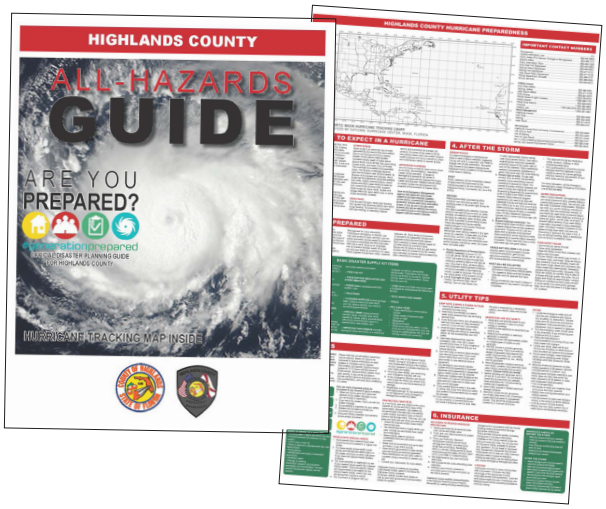
After a security upgrade review, bushes and plants were trimmed to allow better visibility of surroundings at public facilities for safety purposes.

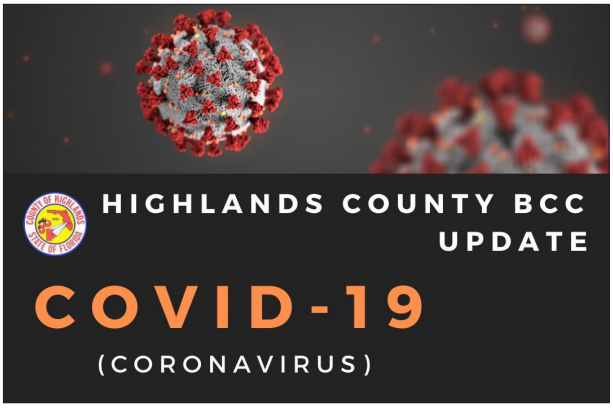
Public Information

Fiscal Year 19/20 was a year of many changes for our department. We were able to bring back the Public Information Assistant position. Karen Clogston started in January to help bring the department to the next level. The position is funded by three different sources, which are her areas of concentration aside from social media.

During the first quarter, we participated in all BCC meetings and the holiday parades. In Quarter 1, the team put together the display at the County fair with the theme Recycle Smart Highlands County.

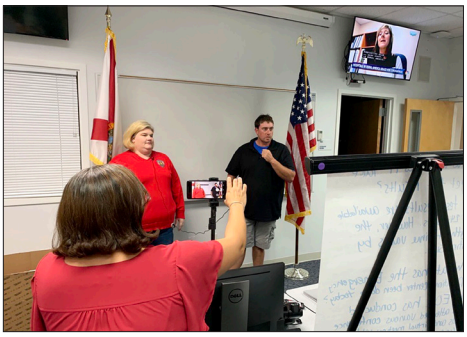
In Quarter 2, we increased our social media presence by adding a BCC Instagram account, and accounts on Nextdoor, YouTube, LinkedIn and Twitter. We also were able to publish the All-Hazard Guide in a new format that was well received by the community.





The last two quarters of FY 19/20 focused on the novel Coronavirus COVID-19 pandemic. This pandemic has become the longest emergency activation in the history of our County, requiring intense communication with our citizens and the use of innovative mediums to provide information.

Public Information (continued)



The PIO team developed multiple educational campaigns to help with the local health department's efforts to assist the community while also navigating the new normal of working from home and maintaining normal day-to-day operations. The team also organized and assisted with virtual meetings for many County departments.

In Quarter 4, the PIO team assisted with the Highlands CARES program by securing a software vendor, conducting best practices research, development of a new website, and the creation of multiple visuals to assist with the informational campaign, including billboards, radio spots, newspaper insert, press releases, flyers for CARES partners, and social media graphics and messaging.

An intense educational campaign related to recycling was developed as well as several collaterals for wide distribution, including print flyers, a print postcard that was mailed to residents, along with videos and graphics for social media.

BY THE NUMBERS

BCC FACEBOOK
8,943
Likes as of Jan. 7

12,788
Likes as of Sept. 30

3,845
Increase of likes

178
Number of posts in September

BCC NEXTDOOR
13,023
Verified residents in August

20
Number of posts in August

90,205
Number of post views in August

BCC INSTAGRAM
850
Followers as of Sept. 30

30
Number of posts in September

HCFR FACEBOOK
Approximately 6,300
Likes as of Sept. 30

50
Number of posts in September

Public Safety

Highlands County Public Safety (HCPS) is comprised of Emergency Management (EM) and the Fire Rescue (HCFR) divisions. The past year continued to be a challenging one for our offices, with significant fires, EMS incidents, and of course the COVID-19 response taking center-stage.

EMERGENCY MANAGEMENT

Due to COVID-19, EM continues to operate at a heightened level of activation, now registered as the longest emergency operations center activation in County history. Fortunately, the hurricane season, for the most part, spared Highlands County after two blockbuster years of storms. Federal reimbursements should finally close all loops by the end of calendar year 2019, with a total reimbursement of over $15 million coordinated by EM.

EM and HCFR continue working with the Highlands County Sheriff's Office providing staff and support for the Highlands County critical incident stress team, which was formed in 2019.

FIRE RESCUE

The consolidation and merger of volunteer fire companies, new paid staff, and the existing paid EMS staff into HCFR continues at a relatively rapid pace. Three fire stations and nine medic units are now staffed around the clock – utilizing existing cross-credentialed fire and EMS employees along with the hiring of additional cross-credentialed firefighters. 38 of the original 69 EMS-only employees have already cross-credentialed, with several others in fire school currently. Coupled with the existing and continuing volunteer coverage, the evolving combination department will continue to meet our growing needs.

HCFR instituted a new emergency-call reporting system mid-2019, drawing together four separate and different systems reporting into the National Fire Incident Reporting System (NFIRS). NFIRS statistics provides the major basis for much of our grant opportunities, funding allocations, and insurance service organization ratings.

Road & Bridge

Sebring Parkway Phase III administrative work was completed May 2020 with expenditures totaling $7,663,819.

Shell material was added to approximately 171 different unpaved road segments throughout the County. In addition to resurfacing and road reconstruct projects, routine right of way maintenance operations including mowing, repairing potholes, cleaning maintained right of way drainage ditches and tree trimming were performed.

Annual excavation and mitigation monitoring reports for the County Shell Pit and the County Marl Pit were submitted to the appropriate regulatory agencies. Annual excavation of shell was approximately 68,926.42 tons.

BRIDGE & CONCRETE

The Bridge and Concrete Crew assisted with culvert and catch basin maintenance, culvert inspection for drainage improvements and installation of drainage grates, throughout the entire County. Numerous headwalls and mitered end sections were reconstructed by this crew all throughout the County.

The Road and Bridge Construction Crew gathered GPS information for illegal dump sites that can be input into the Cartegraph Asset Management Software System. This GPS information provides County Administration with a better understanding of where to focus Law Enforcement efforts to combat Illegal Dumping.

All units worked together to transport fill material to ongoing jobs and projects. All employees are becoming much more familiar with Cartegraph Asset Management software.

BY THE NUMBERS

67
Total miles of county roads resurfaced

59,194.27
Tons of asphalt used for resurfacing

13,004.66
Tons of asphalt used for final lift of Sebring Parkway Phase III

75,120.22
Tons of asphalt produced at asphalt plant

BY THE NUMBERS

36
Bridges maintained

29
Miles of sidewalks and multi-use paths maintained

19
Illegal dump sites cleaned up

$7,468.70
Fiscal impact of illegal dump site cleanups

26,967
Acres of right of way maintained

4,238
Miles of county-maintained shell/dirt road segments graded

Road & Bridge (continued)

FLEET MAINTENANCE SHOP

The Road and Bridge Fleet Maintenance Shop completed 1,266 work request repairs and performed preventative maintenance on 585 different fleet units. Preventative maintenance is performed on all Road and Bridge fleet units as well as vehicles from Highlands County Sheriff's Office, all fleet units from Highlands County Fire Recue, the State Attorney's Office, and fleet units from various other county departments. Fleet Maintenance welding staff also repaired aluminum handrail damaged along county right of ways after vehicle crashes.

Road and Bridge continues to offer several training opportunities to employees such as Commercial Driver License training, Florida Department of Transportation MOT certification classes, Gencor Asphalt Plant training programs, and Mining Safety and Health Administration certification classes. Two Road and Bridge employees have FDOT Asphalt Plant Level 2 Certifications and other employees have FDOT Paving Level I and/or Level 2 Certifications. One Fleet Maintenance Shop employee currently possesses the Emergency Vehicle Technician certification that permits him to work on various components of ambulances, fire trucks and other Public Safety fleet equipment.

NATURAL RESOURCES

The Natural Resources Division manages Istokpoga Marsh Watershed Improvement District (IMWID) Phase 1 & 2 projects, Lake June in the Winter Best Management Practices (BMP), Jack Creek Watershed Protection Project and other water quality projects. The Natural Resources Conservation Service Watershed Protection Grant was recently completed and the Josephine Creek and Catfish Creek Erosion Control projects were fully reimbursed approximately $465,331. In addition, full reimbursement was attained from IMWID Phase 1 at approximately $8,386,974.29. The division maintains two areas for conservation and for future mitigation purposes – the 55-acre Grassy Lake Scrub and 1,350 acres in Sun-N-Lake Preserve.

Invasive Plant Management Division sprays canals and ditches as well as completes the Florida Fish and Wildlife Conservation Commission's State Work Plan Invasive Plant Management spraying.

WAREHOUSE

County warehouse personnel obtained vehicle and equipment titles and tags, managed the parts warehouse facility and maintained all three county fueling sites. Computer records generated from all three county operated fuel sites, the Highlands County Asphalt Plant and County Shell Pit show a total of 695,551.20 gallons of diesel and gasoline dispensed, which was captured by 39,863 transactions. The chart below reflects the cost for both gas and diesel, transactions (Issues), and the number of gallons used during FYs 19/20 and 18/19.

September	Unleaded/Issues	Usage/GL	Diesel/Issues	Usage/GL
FY 19/20	$2.50/27,351	332,626.20	$2.50/12,512	362,925.00
FY 18/19	$2.50/26,541	326,553.10	$2.50/12,477	355,804.80

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2020

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

SUBJECT/TITLE: **Donation of 75 three ring binder notebooks to Highlands County School Board**

STATEMENT OF ISSUE

Approve surplus of binders

RECOMMENDED ACTION

Recommendation to approve surplus of 75 three ring binders for distribution to families in need of school supplies

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Request approval to purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.**

STATEMENT OF ISSUE

The trade in of the Lucas 2 device is 11 years old and is no longer working properly and would require a $6,000.00 repair. The vendor has offered $5,000.00 to trade the old unit in on a new version. The attached quote is for the purchase of one (1) Lucas 3, v3.1 device which requires the Board approval. Also contained in this purchase is a trade in of one (1) Lucas 2 to Stryker allowing a discount of $5,000.00 toward the purchase of the new stretchers.

RECOMMENDED ACTION

Move to approve the purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.

FISCAL IMPACT

Fiscal impact after the trade in of $5,000.00 is $8,439.32 to General Fund 005 which is excess funds within the cost center.

Attachments: Memo approval.pdf
Quote 10326228.pdf

HIGHLANDS COUNTY FIRE RESCUE
6850 West George Boulevard
Sebring, Florida 33870
863-385-1112

Memorandum

TO: Randy Vosburg, County Administrator

THRU: Laurie Hurner, Deputy County Administrator

FROM: Marc Bashoor, Public Safety Director/Fire Chief *Marc Bashoor*

RE: Trade-In of Damaged Lucas Device

DATE: February 23, 2021

Pursuant to the Highlands County Purchasing Manual, Section 33.F.2.(a), I am requesting approval for the trade-in of one "Stryker Lucas 2" device (CPR-assist device). The specific 11-year-old device is no longer working properly and would require a $6,000 repair. The vendor has offered $5,000 to trade the old unit in on a newer version, a "Stryker Lucas 3".

The new device total price is $13,439.32, minus the $5,000 trade-in, resulting in a net purchase of $8,439.32. While this particular device was not a line-item budget request, there is sufficient funding available within 5105.

With your approval, all appropriate purchase orders and disposition paperwork will be completed.

Randy Vosburg 3/2/2021

Approved: Randy Vosburg Date

CC: Tim Eures, Chief Deputy
Roxanna Taylor, Administrative Assistant

stryker

LUCAS3.1

Quote Number: 10326228

Version: 1

Prepared For: HIGHLANDS COUNTY FIRE RESCUE

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Ted Piper

Email: ted.piper@stryker.com

Phone Number:

Quote Date: 02/10/2021

Expiration Date: 05/11/2021

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	HIGHLANDS COUNTY FIRE RESCUE	Name:	HIGHLANDS COUNTY FIRE RESCUE	Name:	HIGHLANDS COUNTY FIRE RESCUE
Account #:	1206297	Account #:	1206297	Account #:	1206297
Address:	4506 KENILWORTH BLVD	Address:	4506 KENILWORTH BLVD	Address:	4506 KENILWORTH BLVD
	SEBRING		SEBRING		SEBRING
	Florida 33870-4607		Florida 33870-4607		Florida 33870-4607

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$13,439.32	$13,439.3
				Equipment Total:	$13,439.3

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-$5,000.00	-$5,000.0

Price Totals:

Grand Total: $8,439.3

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

LUCAS3.1

Quote Number:	10326228	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	HIGHLANDS COUNTY FIRE RESCUE	Rep:	Ted Piper
	Attn:	Email:	ted.piper@stryker.com
		Phone Number:	

Quote Date: 02/10/2021

Expiration Date: 05/11/2021

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: APRIL 6, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees for Placid Lakes Homeowners Association Annual Community Cleanup**

STATEMENT OF ISSUE

The Placid Lakes Homeowners Association is requesting that the board waive the landfill tipping fee for their annual community cleanup scheduled for Saturday, April 10, 2021, at 2010 Placid Lakes Blvd. in Placid Lakes. The waste will be hauled to the landfill Monday, April 12, 2021.

RECOMMENDED ACTION

Move approval of waiving the Landfill tipping fee for The Placid Lakes Homeowners Association Annual Community Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowners Association Annual Community Cleanup will haul an estimated ten (10) tons of Class 1 waste at a cost of $45.00 per ton for a total of $450.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.

Attachments: Placid Lakes Community Cleanup Request Letter.pdf
Placid Lakes HOA Community Cleanup History.pdf

From: Lepera, Karen
Sent: Tuesday, March 9, 2021 12:43 PM
To: alanders@highlalndsfl.gov
Cc: Waldron, Beverly D. <bwaldron@highlandsfl.gov>
Subject: Placid Lakes Community Cleanup requests.

The Placid Lakes Home Owners Association will be conducting a community cleanup day on Saturday, April 10th and is requesting the following:
2 dumpsters
Approximately 30 – 40 sticks to pick up garbage
And trash bags.
I was told that in the past these items were donated by your department. Is that correct? Any assistance you may be able to provide will be greatly appreciated.

Thank you,
Karen
Karen M. Lepera
NAV Specialist
Office of Management & Budget
Highlands County Board of County Commissioners
PH: 863-402-6520
CELL: 863-991-0129
FAX: 863-402-6507
EMAIL: klepera@highlandsfl.gov

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED
PLACID LAKES HOA COMMUNITY CLEAN-UP

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2017						
1528419	3/25/2017	2001	1.12	$ 45.00	$ 50.40	Board Waived Fees - Placid Lakes HOA Community Clean-up
			1.12		$ 50.40	
2018						
1572963	5/24/2018	2001	1.45	$ 45.00	$ 65.25	Board Waived Fees - Placid Lakes HOA Community Clean-up
1573338	5/24/2018	2001	2.76	$ 45.00	$ 124.20	
1574066	5/24/2018	2001	1.75	$ 45.00	$ 78.75	
1574265	5/24/2018	2001	3.06	$ 45.00	$ 137.70	
1574376	5/24/2018	2001	1.07	$ 45.00	$ 48.15	
			10.09		$ 454.05	
2019						
1602903	4/15/2019	2002	0.8	$ 45.00	$ 36.00	Board Waived Fees - Placid Lakes HOA Community Clean-up
1602933	4/15/2019	2002	2.35	$ 45.00	$ 105.75	
1603431	4/19/2019	2002	0.44	$ 45.00	$ 19.80	
			3.59		$ 161.55	
2020						
CANCELLED DUE TO COVID						Board Waived Fees - Placid Lakes HOA Community Clean-up

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: APRIL 6, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Canal Cleanup**

STATEMENT OF ISSUE

The Placid Lakes Homeowner Association is requesting that the board waive the landfill tipping fee for their annual community canal cleanup scheduled for Saturday, April 24, 2021. The waste will be hauled to the landfill Monday, April 26, 2021.

RECOMMENDED ACTION

Move approval of waiving the Landfill tipping fee for The Placid Lakes Homeowner Association Annual Community Canal Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Placid Lakes Homeowner Association Annual Community Canal Cleanup will haul an estimated three (3) tons of Class 1 waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon the Placid Lakes Homeowners Association estimate of two (2) roll off bins for this event.

Attachments: Placid Lakes Community Canal Cleanup Request Letter.pdf
Placid Lakes Canal Cleanup.pdf

From: Lepera, Karen
To: Waldron, Beverly D.
Cc: Landers, Alisha M.
Subject: RE: Ref Placid Lks Comm Cleanup
Date: Wednesday, March 10, 2021 2:44:18 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Thank you. Will let you know as soon as he calls me back.

Just found out that we will also need 2 dumpsters at Tobler Park (off Catfish Creek Road) for Saturday April 24th. Same contact information. They will not need the sticks and bags for this one. Just the dumpsters. It will be for the canal cleanup.

Thank you,

Karen

Karen M. Lepera
NAV Specialist
Office of Management & Budget
Highlands County Board of County Commissioners

PH: 863-402-6520
CELL: 863-991-0129
FAX: 863-402-6507
EMAIL: klepera@highlandsfl.gov

From: Waldron, Beverly D.
Sent: Wednesday, March 10, 2021 2:23 PM
To: Lepera, Karen <klepera@highlandsfl.gov>
Cc: Landers, Alisha M. <alanders@highlandsfl.gov>
Subject: RE: Ref Placid Lks Comm Cleanup

Ok I will fill that part of the form out when I get the correct information.

Thank you,

Denise Waldron
Public Works Specialist, Solid Waste Department
Highlands County Board of County Commissioners
(863) 402-7786
bwaldron@highlandsfl.gov
www.highlandsfl.gov
12700 Arbuckle Creek Road, Sebring, FL, 33870

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From: Lepera, Karen
Sent: Wednesday, March 10, 2021 2:12 PM
To: Waldron, Beverly D. <bwaldron@highlandsfl.gov>
Subject: RE: Ref Placid Lks Comm Cleanup

Location will be different then what I said

Will know by end of day. They are supposed to call me back

From: Waldron, Beverly D.
Sent: Wednesday, March 10, 2021 12:52 PM
To: Lepera, Karen <klepera@highlandsfl.gov>
Cc: Landers, Alisha M. <alanders@highlandsfl.gov>
Subject: Ref Placid Lks Comm Cleanup

Good afternoon Karen,

I received your email in ref to the Placid Lakes Community Cleanup. We are in need of additional information, I called to leave you a message and thought I would send an email as well.
Needed info: Contact Name, Phone # & email address of Placid Lakes HOA personnel requesting the event, location of where the 2 dumpsters need to be dropped off at and confirmation of the date the event is taking place. I will email Mary Lou from Waste Connections and advise her of this information so that she can set it up and let us know all is ok with the dates. Thank you for your time and helping with this.

Sincerely,

Denise Waldron
Public Works Specialist, Solid Waste Department

Highlands County Board of County Commissioners
(863) 402-7786
bwaldron@highlandsfl.gov
www.highlandsfl.gov
12700 Arbuckle Creek Road, Sebring, FL, 33870

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HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED
PLACID LAKES HOME OWNERS ASSOCIATION - CANAL CLEANUP

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2015						
1477875	3/13/2015	199	2.23	$ 45.00	$ 100.35	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1488466	8/22/2015	199	0.95	$ 45.00	$ 42.75	
			3.18		$ 143.10	
2016						
1503940	4/2/2016	199	1.22	$ 45.00	$ 54.90	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
			1.22		$ 54.90	
2018						
1564101	3/3/2018	199	1.24	$ 45.00	$ 55.80	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1564168	3/3/2018	199	1.73	$ 45.00	$ 77.85	
			2.97		$ 133.65	
2019						
1600195	3/19/2019	2002	1.04	$ 45.00	$ 46.80	Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup
1600404	3/21/2019	2002	1.28	$ 45.00	$ 57.60	
			2.32		$ 104.40	
2020						
CANCELLED DUE TO COVID						Board Waived Fees - Placid Lakes Home Owners Association - Canal Cleanup

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Meghan DiGiacomo, Executive Manager of Business & Economic Development**
SUBJECT/TITLE:	**Request for support and signature on the Florida Heartland Economic Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South-Central RAO (Rural Area of Opportunity).**

STATEMENT OF ISSUE

It is time for the Florida Department of Economic Opportunity (DEO) to re-designate the three Florida RAOs (Rural Area of Opportunity). Highlands County is included in the South-Central RAO called FHERO (Florida Heartland Economic Region of Opportunity) which is made up of 6 rural counties and 4 rural cities across South-Central Florida. To support the re-designation, the FHERO Board Chair, Commissioner Terry Burroughs of Okeechobee needs letters of support from each of the communities to submit to DEO for re-designation.

FHERO provides economic development support and collaboration throughout the south central region through marketing, facilitation and advocacy in rural South Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years the Counties in the FHERO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals and aspirations.

RECOMMENDED ACTION

Move to approve the support and signature on the Florida Heartland Economic Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South-Central RAO (Rural Area of Opportunity).

FISCAL IMPACT

No Fiscal Impact

Attachments: Letter of Support FHERO Re-Designation.pdf
FHERO 2019-2020 Accomplishments.pdf
Email from Commissioner Burroughs.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

April 6, 2021

Mr. Terry Burroughs, Chairman
Florida Heartland Economic Region of Opportunity, Inc. (FHERO)
304 NW 2nd Street
Room 123
Okeechobee, FL

Dear Mr. Burroughs,

As the Chairman of the Board of County Commissioners for Highlands County, I am submitting this letter of support for the re-designation of FHERO (Florida Heartland Economic Region of Opportunity) as the representative for the South-Central RAO (Rural Area of Opportunity).

FHERO provides economic development support and collaboration throughout the south-central region through marketing, facilitation and advocacy in rural South-Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years the Counties in the FHERO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals and aspirations.

We appreciate the FHERO Board of Directors' and staff's proactive approach to regional collaboration. We look forward to their continued success.

Sincerely,

Scott Kirouac
Chair, Board of County Commissioners

Florida Heartland Economic Region of Opportunity
304 NW 2nd St, Room 123
Okeechobee, FL 34972

863.697.6325
www.flaheartland.com

Our Central Location
Gives Your Business the Edge

Memo To: FHERO Board of Directors

Re: 2019-2020 Accomplishments

Good Afternoon,
As we approach the end of the funding cycle, the Board of Directors is furnished a list of accomplishments from the FHERO. This helps in supporting the funding we receive from each City and County, but also provides insight to the value of the organization to the South Central Regional of Opportunity (RAO) as designated by the legislature. The following is a list of accomplishments during this fiscal year:

1. Submitted a Regional Development Grant to DEO with the following deliverables.
    a. To develop strategic plans for Okeechobee, Desoto, Immokalee EDC's
    b. Provide educational training dollars for each EDO to achieve their CEcD certification
    c. Elected officials economic development training
    d. The proposed custom resource *Guide to the Heartland Economic Development Region*, shall be described as a 32-page, plus cover publication, printed in four-color process. The content will cover all aspects of working, business and quality of life of the assets of the six county and four cities of FHERO
    a. Joint meetings between Enterprise Florida, DEO and FHERO EDOs
2. Continued implementation of skill gap analysis as outlined
3. Provided Business Retention and Expansion guidelines to each EDO member for tailoring to their own respective communities.
4. Successfully managed legislative bill to increase funding for the rural development grant and to reduce the match on the rural infrastructure fund for the three RAOs.
5. Continued implementation of the initial portion of the strategic plan for FHERO as outlined in our three year strategic plan.
6. Participated on monthly REDI calls reporting economic development efforts in the South Central RAO to DEO.
7. Conducted bi-monthly meetings with the EDOs.
8. Conducted quarterly meetings with the Board of Directors and provided monthly emails on financial status.

As with any organization, we continue to rebuild the regional economic development organization to accommodate the ever changing business development environment we face each day. I hope this provides you some aspect of the work we are continuing to achieve in economic greatness in South Central Florida.

If you should have questions or concerns, I am always available to respond to your needs. I can be reached via email (tburroughs@co.okeechobee.fl.us) or via my cell phone (863-532-6036).

With Regards,

Terry W. Burroughs

Terry Burroughs

DiGiacomo, Meghan M.

From: Terry Burroughs <twbfla1950@live.com> on behalf of terry@okeechobeebusiness.com
Sent: Thursday, March 11, 2021 8:51 PM
To: Russell Melendy; Terry Burroughs (terry@okeechobeebusiness.com); Debrah Forester; JC Deriso; Jkoukos@gladeselectric.com; Bill Lambert; bocc4@hendryfla.net; Rapp, Kathy; twhidden@myglades.com; Beverly Scott; Debrah Forester; DiGiacomo, Meghan M.; Sarah; Terry Burroughs (tburroughs@co.okeechobee.fl.us); Terry Burroughs (terry@okeechobeebusiness.com); Tracy Whirls (twhirls@gladescountyedc.com); Tammy Jackson-Moore; Kristi Schiering; King, Jeffrey; Tara Poulton; kaylee@ocedcorp.com; christie.betancourt@colliercountyfl.gov
Subject: FHERO RAO Re-designation by the Florida Department of Economic Development (DEO)
Attachments: Sample EDO FHERO-RAO Support Letter.docx

[**CAUTION:** External Message*]

Good Evening FHERO Board Members,
I just got an email from DEO that our South-Central RAO Re-designation is coming due in a few months. What I will need from you is the following:

1. A letter from your Board stating you support the re-designation of FHERO as the representative for the South-Central RAO

If you a member of FHERO and you represent an economic development organization, the letter needs to be signed by your President. If you are a County Commission representative on the FHERO Board, the letter needs to be signed by your Chairman of the Commission. If you are a public investor, the letter needs to be signed by the President of the organization. Once signed, transmit the letter to me via my email.

For your convenience, I have attached a draft of the verbiage for your convenience. I would appreciate your prompt attention to this matter

Terry Burroughs
Chairman
Florida Heartland Economic Region of Opportunity (FHERO)

[***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: April 6, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request approval of a resolution to establish a public hearing date of May 18, 2021**

STATEMENT OF ISSUE

Attached is a resolution to set the public hearing date as May 18, 2021 for the Board to consider vacating that portion of road more particularly described as:
ALL THOSE ROADWAYS SHOWN ON THE PLAT OF SPRING LAKE – VILLAGE IX, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 9 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTIONS OF SAID ROADWAYS PREVIOUSLY CLOSED PURSUANT TO THAT CERTAIN RESOLUTION VACATING PORTIONS OF PLAT, ADOPTED SEPTEMBER 15, 1987, AND RECORDED IN OFFICIAL RECORDS BOOK 968, PAGE 181 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND LESS AND EXCEPT THAT PORTION OF EDGEWATER TERRACE LYING WEST OF THE WEST RIGHT-OF-WAY BOUNDARY OF LAKESIDE DRIVE.

Such Resolution is a necessary procedure of the Board's policy for a road closing in addition to being a statutory requirement.

RECOMMENDED ACTION

Move to adopt the resolution to set the Public Hearing Date as May 18, 2021 to consider the request to close all those roadways shown on the plat of SPRING LAKE – VILLAGE IX as described on the attached petition

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution 20-21-79 - Roadway closure request JGS Land Development LLC.pdf

RESOLUTION NO. 20-21-79

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE REQUEST BY JGS LAND DEVELOPMENT, LLC, TO CLOSE CERTAIN DESCRIBED COUNTY ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR NOTICE OF PUBLIC HEARING TO CONSIDER ROAD CLOSURE; 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 Florida Statues, Section 336.09, Highlands County is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof; and

WHEREAS, the County has received a Petition, attached as **Exhibit "A"**, from JGS Land Development, LLC, requesting to close certain roadways under the control of Highlands County; and

WHEREAS, Florida Statutes, Section 336.09 requires that the County adopt a resolution declaring the time and place that it will hold a public hearing for the purpose of considering the requested roadway closure.

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. Notice of Public Hearing to Consider Road Closure. A public hearing shall be held on **Tuesday, May 18, 2021 at 9:00 a.m.**, or as soon thereafter as possible, for the Highlands County Board of County Commissioners to consider the request to close that roadway described as follows:

ALL THOSE ROADWAYS SHOWN ON THE PLAT OF SPRING LAKE – VILLAGE IX, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 9 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTIONS OF SAID ROADWAYS PREVIOUSLY CLOSED PURSUANT TO THAT CERTAIN RESOLUTION VACATING PORTIONS OF PLAT,

ADOPTED SEPTEMBER 15, 1987, AND RECORDED IN OFFICIAL RECORDS BOOK 968, PAGE 181 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND LESS AND EXCEPT THAT PORTION OF EDGEWATER TERRACE LYING WEST OF THE WEST RIGHT-OF-WAY BOUNDARY OF LAKESIDE DRIVE.

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 the request by JGS Land Development, LLC, to close the roadway described herein, which is 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 April, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY
COMMISSIONERS C/O
ENGINEERING DEPARTMENT
505 SOUTH COMMERCE
AVENUE SEBRING, FLORIDA
33870

FROM: Mark Bentley, Esq., B.C.S., AICP

Johnson Pope Bokor Ruppel & Burns LLP

401 E. Jackson St., Suite 3100, Tampa, FL 33602

This is to Petition the Board of County Commissioners to consider vacating a road, as shown on the attached map, legal description as follows:

All those roadways shown on the plat of SPRING LAKE – VILLAGE IX, according to the plat thereof recorded in Plat Book 11, Page 9 of the Public Records of Highlands County, Florida, LESS and EXCEPT any portions of said roadways previously closed pursuant to that certain Resolution Vacating Portions of Plat, adopted September 15, 1987, and recorded in Official Records Book 968, Page 181 of the Public Records of Highlands County, Florida, and LESS and EXCEPT that portion of Edgewater Terrace lying west of the west right-of-way boundary of Lakeside Drive.

The petition is being requested for the following reason:

To facilitate consolidated redevelopment of property.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Mark Bentley

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 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 for Categories 3 Landscape Architecture, 4 Registered Surveyor and Mapping, and 5 Planning Services, and approve Chair to execute agreements between Highlands County and ten (10) proposers.**

STATEMENT OF ISSUE

Attached is the Recommendation for Award where applicable and ten (10) Agreements for providing professional 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 & Mapping Services, Planning, and Construction Engineering & Inspection Services. There were forty-four (44) responding proposals received September 29, 2020 for all categories. 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 3, Landscape Architecture received one (1) submission and Category 4, Registered Surveyor and Mapping received four (4) submissions. The evaluation committee met January 12, 2021, and determined it was in the best interest of the County to recommend award to all proposers in Category 3 and Category 4. Category 5, Planning received six (6) submissions. The evaluation committee met January 7, 2021, and determined it was also in the best interest of the County to recommend award to five (5) proposers.

The principal features of the Agreements are to provide various Landscape Architecture, Registered Surveyor and Mapping, or Planning 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, for the following Categories and authorize the Board Chair to execute one (1) Agreement for Category 3, Landscape Architecture, between Highlands County and Calvin, Giordano & Associates Inc.; four (4) agreements for Category 4, Registered Surveyor and Mapping between Highlands County and the following proposers: AIM Engineering & Surveying Inc, Chastain-Skillman Inc, CivilSurv Design Group Inc. and Pennoni Associates Inc.; and five (5) agreements for Category 5, Planning Services, with the following proposers: Calvin, Giordano & Associates Inc., CivilSurv Design Group Inc., Johnson Engineering Inc., Kimley-Horn and Associates., and Pennoni Associates 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: Combined 20-024 C3-C5 Agreements.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-024 RFP
Professional Services Library-Continuing Services
CAT-5: Planning Services
Proposal Opening Date: September 29, 2020

Company	Score	RANK
Calvin Giordano & Associates Inc	**246**	**2**
CivilSurv Design Group Inc	**228**	**5**
Johnson Engineering Inc	**245**	**3**
Kimley-Horn and Associates Inc	**256**	**1**
Patel Greene and Associates LLC	221	6
Pennoni Associates Inc	**234**	**4**

Notice of Intent to Award to the firms ranked one (1) through five (5).

Local Preference was not used to award this project.

The Agreement period is five (5) years on an as needed basis.

Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on January 20, 2021.

End of protest period: 4 P.M. on Monday, January 25, 2021

Recommendation:

Recommed awarding to the top five (5) ranked responsive and responsible proposers listed above.

Christine Davis Digitally signed by Christine Davis Date: 2021.01.29 10:33:52 -05'00'

Christine Davis, Purchasing Manager Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr., P.E. Date: 2021.01.29 16:03:52 -05'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Randy Vosburg Digitally signed by Randy Vosburg Date: 2021.02.05 15:03:35 -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 **Calvin, Giordano & 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

Landscape Architecture

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, arising from a third-party claim, all 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. Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought, provided that Consultant may not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's consent. Consultant's obligations under this Article 8 are contingent upon the party seeking indemnification provided timely notice of the claim, such that the defense is not materially prejudiced, and such reasonable assistance with the defense as Consultant may request.

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 third-party 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. Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought, provided that Consultant may not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's consent. Consultant's obligations under this Article 10 are contingent upon the party seeking indemnification provided timely notice of the claim, such that the defense is not materially prejudiced, and such reasonable assistance with the defense as Consultant may request.

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: Chris Giordano, MSC, CCM, President

Telephone: 888 274 0081 **Cell Phone:**

E-mail: marketing@cgasolutions.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: **Name:** Highlands County Board of County Commissioners
with copies to: 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:**	**Calvin, Giordano & Associates Inc.**
	Address:	2400 S.E. Veteran Memorial Parkway, Suite 207
		Port Saint Lucie, FL 34952
	Attn:	Chris Giordano, MSC, CCM, President
	Telephone:	888 274 0081
	E-Mail:	marketing@cgasolutions.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 30 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 paidfor completed services rendered by Consultant in accordance with the Agreementprior to the effective date of termination where such services are completed to thesatisfaction 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 partyfor cause based upon a breach of this Agreement. In the event of termination, theCounty shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

26.3 Except as specified above, this Agreement may only be terminated by either partyfor 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, other than with respect to work performed prior to the default or breach or with respect to work Consultant is directed to perform thereafter, 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 makeany 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, andexpenses incident to appeals), incurred in that action or proceeding, in addition to anyother 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 and promptly notify County of any scheduling conflicts.

32.5 Consultant shall report the status of performance of the services to County upon request and old 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

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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, OTHER THAN TO THE EXTENT ARISIGN FROM PAYMENT OBLIGATIONS.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance to the extent 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: Calvin, Giordano & Associates Inc. A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Chris Giordano, MSC, CCM
Title:	Chairman	Title:	President
Date:		Date:	March 10, 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Dawn Hopkins
Title:	Clerk of Courts	Title:	Secretary
Date:		Date:	March 10, 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**

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 3 LANDSCAPE ARCHITECTURE
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Calvin, Giordano & Associates, Inc.**

DATED: January 21, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 95.00
CEI Landscape Inspector	$ 105.00
CEI Senior Environmental Specialist	$ 105.00
CEI Senior Landscape Inspector	$ 110.00
Chief Designer	$ 150.00
Chief Planner	$ 150.00
Chief Scientist	$ 125.00
Community Outreach Specialist	$ 125.00
Community Outreach Specialist - Junior	$ 120.00
Contract Coordinator	$ 165.00
Designer	$ 130.00
Electrical Engineer	$ 175.00
Environmental Specialist	$ 90.00
GIS Specialist	$ 125.00
Graphic Designer	$ 120.00
Inspector	$ 105.00
Land Planner	$ 150.00
Landscape Architect	$ 135.00
Landscape Architect Intern	$ 95.00
Landscape Designer	$ 120.00
MAT CADD/Computer Technician	$ 95.00
MAT Chief Engineer	$ 150.00
MAT Engineer	$ 130.00
MAT Engineer Intern	$ 115.00
MAT Engineering Technician	$ 95.00
MAT GIS Specialist	$ 125.00
MAT Principal Engineer	$ 190.00
Planner	$ 150.00
Principal Engineer	$ 190.00
Project Landscape Architect	$ 165.00
Project Planner	$ 175.00

COSULTANT NAME: **Calvin, Giordano & Associates, Inc.**

DATED: January 21, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
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 **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
Registered Surveyor & Mapping 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:	Lee Flynn, PE, Vice-President		
Telephone:	239 332 4569	**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 Flowler Street
		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.

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:	03/04/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Tracy Levy
Title:	Clerk of Courts	Title:	Treasurer
Date:		Date:	3/4/2021

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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**

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 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **AIM Engineering & Surveying, Inc**

DATED: February 1, 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
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 105.00
Special Consultant Multiplier Factor (0%)	0%

COSULTANT NAME: **AIM Engineering & Surveying, Inc**

DATED: February 1, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
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
Registered Surveyor & Mapping 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: Max R. George

Telephone: 863-646-1402 **Cell Phone:**

E-mail: mgeorge@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, Suite 110
		Lakeland, FL 33801
	Attn:	James R. Chastain, Jr., PE, PhD, MPH
	Telephone:	863-646-1402
	E-Mail:	jrchastain@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 FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	James R. Chastain, Jr., PE, PhD, MPH
Title:	Chairman	Title:	Principal/Senior Consultant
Date:		Date:	3/4/2021

ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	W. Ronald Cauthan, PE
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/4/2021

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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 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Chastain-Skillman, Inc.**

DATED: February 19, 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

COSULTANT NAME: **Chastain-Skillman, Inc.**

DATED: February 19, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Chief Surveyor	$ 190.00
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.	

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
Registered Surveyor & Mapping 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: Kenneth T. Glass

Telephone: 866 397 4771 **Cell Phone:** _____

E-mail: kglass@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:	Kenneth T. Glass
	Telephone:	866 397 4771
	E-Mail:	kglass@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. 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.

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:	John N. "Jack" Breed, PLS
Title:	Chairman	Title:	President
Date:		Date:	3/4/21
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kenneth T. Glass, PSM
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/4/21

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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

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 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

DATED: February 5, 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: February 5, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2021

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Insurance Co	33138
INSURER B : Travelers Property Casualty Co of Florida	10647
INSURER C : Travelers Casualty & Surety	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CIVIDES-01
CivilSurv Design Group, Inc.
2525 Drane Field Road, Ste 7
Lakeland FL 33811

COVERAGES **CERTIFICATE NUMBER:** 2115649490 **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	Y		6807H35081A	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						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
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y		BA4R383261	2/27/2021	2/27/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP5F95257A	2/27/2021	2/27/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB0K247374	2/27/2021	2/27/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			LHR787728	2/27/2021	2/27/2022	Per Claim/Aggregate	2,000,000
B	Crime			6807H35081A	2/27/2021	2/27/2022	Retention	10,000
							Crime	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

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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 **Pennoni Associates Inc** ("Consultant") a Pennsylvania 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
Registered Surveyor & Mapping 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: Robert DuBois PSM Project Manager

Telephone: 863 594 2007 **Cell Phone:**

E-mail: RDuBois@Pennoni.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:**	Pennoni Associates Inc
	Address:	401 Third Street SW Winter Haven, FL 33880
	Attn:	Nelson J. Shaffer, Vice-President
	Telephone:	863 594 2007
	E-Mail:	RDuBois@Pennoni.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.

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:** Pennoni Associates Inc A PA **Corporation**	
By:		By:	David A. DeLuzio
Name:	Scott Kirouac	Name:	DAVID A. DELIZZIA
Title:	Chairman	Title:	President
Date:		Date:	3/4/21
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Peter Cook
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/4/2021

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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**

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 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Pennoni Associates Inc.**

DATED: February 5, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Chief Surveyor	$ 210.00
SUR Field Crew Supervisor I	$ 125.00
SUR Party Chief	$ 90.00
SUR Project Surveyor	$ 126.00
SUR Secretary/Clerical	$ 75.00
SUR Senior Surveyor	$ 185.00
SUR Survey Technician 1 (Entry)	$ 70.00
SUR Survey Technician 2 (Junior)	$ 80.00
SUR Survey Technician 3 (Senior)	$ 90.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 98.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 110.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 185.00
SUR UAS Operator	$ 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.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Pennoni Associates Inc.**

SUBCONSULTANT NAME: **Ambient Technologies, Inc.**

DATED: February 8, 2021

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
CADD/Computer Technician	$ 96.10
MAT Geologist	$ 114.64
MAT Geologist Professional	$ 135.84
Scientist	$ 103.93
Senior Scientist	$ 155.50
***Proposed Job Classification**	**Loaded Hourly Rate**
Principal Geologist	$ 208.67
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.	

AMBIENT TECHNOLOGIES, INC.

And SUBSIDIARIES

ATI COMPANIES
An Earth of Experience

Land-Based Geophysical Equipment Price List FDOT 2021

RATES GUIDELINES

MOBILIZATION and TRAVEL EXPENSES			2020
GPR System w/ 1 Antenna	Mala or GSSI	Per Day	$175.10
GPR System w/ 2 or more Antenna	Mala or GSSI	Per Day	$221.45
Geode 24-Channel Seismic System with Geophones	Geometrics	Per Day	$257.50
Geode 48-Channel Seismic System with Geophones	Geometrics	Per Day	$283.25
Ballard Crosshole Seismic System	Ballard	Per Day	$257.50
Electromagnetics (EM-31 MK2)	Geonics	Per Day	$128.75
Electromagnetics (EM-34)	Geonics	Per Day	$128.75
Electromagnetics (EM-61 MK2)-TDEM	Geonics	Per Day	$128.75
Magnetometer (Cesium Vapor 858)	Geometrics	Per Day	$128.75
R8 56-Channel Electrical Resistivity Imaging System	AGI	Per Day	$360.50
R8 112-Channel Electrical Resistivity Imaging System	AGI	Per Day	$618.00
DC Resistivity Testing System (large)	AGI	Per Day	$206.00
DC Resistivity Testing System (small)	L&R	Per Day	$77.25
Pile Integrity Tester	Pile Dynamics	Per Day	$128.75
Metal Detector	Schoenstedt	Per Day	$20.60
Sonic Cross-Hole Logging System	Olson Instruments	Per Day	$309.00
Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	Per Day	$154.50
Ultra-Sonic Pulse Velocity System	Olson Instruments	Per Day	$154.50
Slab Impulse Response System	Olson Instruments	Per Day	$154.50
Electronic Utility Locator	RadioDetection	Per Day	$51.50
EM Rebar Detector	Profometer	Per Day	$36.05
Vacuum Excavation System w/ Compressor	Utiliscope VE-75	Per Day	$412.00
Floor level Survey Equipment	ZIP Level	Per Day	$25.75
Global Positioning Systems (GeoXH)	Trimble	Per Day	$77.25
Pipeline Video Inspection-push camera	RadioDetection	Per Day	$257.50
Infared Video Camera (T400)	FLIR	Per Day	$128.75
In-Situ Thermal Conductivity Testing (FTN01)	Huxseflux	Per Day	$206.00
Concrete Core Drill Press	Makita	Per Day	$154.50
Hand Push Penetrometer	Humboldt	Per Day	$20.60
Field Vehicle	Nissan	Per mile	$0.58
All Terrain Vehicle	Kawasaki (Mule)	Per Day	$103.00

Ambient Technologies, Inc. & Subsidiaries ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics
ATI Energia, LLC – Solar Energy ATI Panamericana, S.A.
Headquarters: 4610 Central Avenue, St. Petersburg, FL 33711 Ph.: (727) 328-0268 Fax: (727) 328-2477
info@ambienttech.com www.ambienttech.com

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 4 REGISTERED SURVEYOR & MAPPING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Pennoni Associates Inc.**

SUBCONSULTANT NAME: **I.F. Rooks & Associates, LLC**

DATED: February 8, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Aerial Sensor Operator	$ 75.47
SUR Chief Surveyor	$ 244.95
SUR Mobile Survey Analyst 3 (Senior)	$ 116.72
SUR Single Engine Aircraft Pilot	$ 132.08
SUR Survey Technician 3 (Senior)	$ 101.89
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 **Calvin, Giordano & 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

Planning 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, arising from a third-party claim, all 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. Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought, provided that Consultant may not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's consent. Consultant's obligations under this Article 8 are contingent upon the party seeking indemnification provided timely notice of the claim, such that the defense is not materially prejudiced, and such reasonable assistance with the defense as Consultant may request.

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 third-party 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. Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought, provided that Consultant may not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's consent. Consultant's obligations under this Article 10 are contingent upon the party seeking indemnification provided timely notice of the claim, such that the defense is not materially prejudiced, and such reasonable assistance with the defense as Consultant may request.

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: Chris Giordano, MSC, CCM, President

Telephone: 888 274 0081 **Cell Phone:** _____

E-mail: marketing@cgasolutions.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: **Name:** Highlands County Board of County Commissioners
with copies to: 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:**	**Calvin, Giordano & Associates Inc.**
	Address:	2400 S.E. Veteran Memorial Parkway, Suite 207
		Port Saint Lucie, FL 34952
	Attn:	Chris Giordano, MSC, CCM, President
	Telephone:	888 274 0081
	E-Mail:	marketing@cgasolutions.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 30 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 paidfor completed services rendered by Consultant in accordance with the Agreementprior to the effective date of termination where such services are completed to thesatisfaction 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 partyfor cause based upon a breach of this Agreement. In the event of termination, theCounty shall only be responsible for payment to Consultant based upon services satisfactorily completed up to the date of termination.

26.3 Except as specified above, this Agreement may only be terminated by either partyfor 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, other than with respect to work performed prior to the default or breach or with respect to work Consultant is directed to perform thereafter, 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 makeany 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, andexpenses incident to appeals), incurred in that action or proceeding, in addition to anyother 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 and promptly notify County of any scheduling conflicts.

32.5 Consultant shall report the status of performance of the services to County upon request and old 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

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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOT WITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, OTHER THAN TO THE EXTENT ARISIGN FROM PAYMENT OBLIGATIONS.

ARTICLE 43. EXCUSABLE DELAYS. The Consultant shall not be considered in default by reason of any failure in performance to the extent 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:** **Calvin, Giordano & Associates Inc.** **A** FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Chris Giordano, MSC, CCM
Title:	Chairman	Title:	President
Date:		Date:	March 10, 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Dawn Hopkins
Title:	Clerk of Courts	Title:	Secretary
Date:		Date:	March 10, 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**

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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Calvin, Giordano & Associates, Inc**

DATED: February 15, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Planner	$ 150.00
Community Outreach Specialist	$ 105.00
Community Outreach Specialist - Senior	$ 150.00
GIS Specialist	$ 125.00
Land Planner	$ 145.00
Planner	$ 90.00
Project Planner	$ 105.00
Senior Engineer 1	$ 175.00
Senior Engineer 2	$ 175.00
Senior Environmental Specialist	$ 125.00
Senior Planner	$ 125.00
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 **CivilSurv Design Group Inc** ("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

Planning 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: Craig R. Fuller

Telephone: 866 397 4771 **Cell Phone:** _____

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 Avenue 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. 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.

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:	John N. "Jack" Breed, PLS
Title:	Chairman	Title:	President
Date:		Date:	3/4/21

ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kenneth T. Glass, PSM
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/4/21

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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

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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

DATED: February 5, 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: February 5, 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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **CivilSurv Design Group, Inc.**

SUBCONSULTANT NAME: **TDW Land Planning, Inc.**

DATED: February 5, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Planner	$ 180.00
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 5 PLANNING 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: February 5, 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.	

[1] Rates include staff, trucks, trailers and equipment/gear, as applicable.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2021

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 Casualty & Surety — 19038 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2115649490 **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: X POLICY X PRO-JECT LOC OTHER:	Y		6807H35081A	2/27/2021	2/27/2022	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		BA4R383261	2/27/2021	2/27/2022	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	2/27/2021	2/27/2022	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB0K247374	2/27/2021	2/27/2022	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
A B	Professional Liability Crime			LHR787728 6807H35081A	2/27/2021 2/27/2021	2/27/2022 2/27/2022	Per Claim/Aggregate Retention Crime	2,000,000 10,000 100,000

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

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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 **Planning 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: Gary Muller, AICP

Telephone: 239-461-2415 **Cell Phone:** 239-565-6772

E-mail: gmuller@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:	Gary Muller, AICP
	Telephone:	239 - 461-2415
	E-Mail:	gmuller@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.

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:** Johnson Engineering Inc A FL **Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Lonnie V. Howard
Title:	Chairman	Title:	President
Date:		Date:	08 MAR 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kimberly K. Arnold
Title:	Clerk of Courts	Title:	Secretary
Date:		Date:	3-8-2021

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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

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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

CONSULTANT NAME: **Johnson Engineering, Inc.**

DATED: February 12, 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
Landscape Designer	$ 120.00

CONSULTANT NAME: **Johnson Engineering, Inc.**

DATED: February 12, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
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.	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2021

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 BKS Partners P.O. Box 60043 Fort Myers FL 33906-6043	**CONTACT NAME:** Yaritza Soto **PHONE (A/C, No, Ext):** 239-931-3021 **FAX (A/C, No):** 239-931-5604 **E-MAIL ADDRESS:** yaritza.soto@bks-partners.com
INSURED JOHNS05 Johnson Engineering, Inc. PO Box 2112 Fort Myers FL 33902-2112	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Cas Co of Reading PA — 20427 **INSURER B :** Continental Insurance Company — 35289 **INSURER C :** Valley Forge Insurance Co. — 20508 **INSURER D :** Continental Casualty Company — 20443 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1303913143 **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 X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	4027219232	9/15/2020	9/15/2021	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 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X PIP	Y	Y	5084100207	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			4034928401	9/15/2020	9/15/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC434939852	9/24/2020	9/24/2021	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

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, and employees are included as additional insured with respect to General Liability per form CNA75079XX and for Auto Liability. 30 days notice of cancellation applies except 10 days for nonpayment. A waiver of subrogation applies to the general liability, auto liability, and workers compensation policies.

CERTIFICATE HOLDER

Highlands County
600 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

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JOHNSON ENGINEERING, INC.

Endorsement Effective Date: 09/15/2020

SCHEDULE
Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED,BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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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: JOHNSON ENGINEERING, INC.

Endorsement Effective Date: 09/15/2020

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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CNA

CNA PARAMOUNT

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**:

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Primary and Noncontributory Insurance

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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CNA PARAMOUNT

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:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM

(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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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.

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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JOHNENG-01 LHAMPTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/8/2021

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 : Berkley Insurance Company — 32603
INSURED Johnson Engineering, Inc. 2122 Johnson St. Fort Myers, FL 33901	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			AEC-9039448-05	9/15/2020	9/15/2021	Per Claim	2,000,000
A	Pollution Liab			AEC-9039448-05	9/15/2020	9/15/2021	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 Board of County Commissioners
600 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

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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 **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
Planning 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:	B. Kelley Klepper		
Telephone:	941 379 7600	**Cell Phone:**	
E-mail:	kelley.klepper@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:	1777 Main Street Suite 200 Sarasota, FL 34236
	Attn:	Kelley Klepper
	Telephone:	941 379 7600
	E-Mail:	kelley.klepper@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. 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.

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:	B Kelley Klepper
Name:	Scott Kirouac	Name:	B. Kelley Klepper
Title:	Chairman	Title:	Vice President
Date:		Date:	03/04/2024
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Seth E. Schmid
Title:	Clerk of Courts	Title:	Assistant Secretary
Date:		Date:	3/4/2024

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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**

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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Kimley-Horn and Associates, Inc.**

DATED: February 11, 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	$ 245.00
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
Senior Scientist	$ 225.00

COSULTANT NAME: **Kimley-Horn and Associates, Inc.**

DATED: February 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:	**Kimley-Horn and Associates, Inc.**
SUBCONSULTANT NAME:	**Allara Mills-Gutcher, the planning collaborative**
DATED:	January 26, 2021

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
Chief Planner	$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.	

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: March 4, 2021

Richard N. Cook, Secretary

(corporate seal)

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.

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 **Pennoni Associates Inc.** ("Consultant") a Pennsylvania 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
Planning 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: Merle Bishop

Telephone: 863 201 8670 **Cell Phone:**

E-mail: mbishop@pennoni.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:**	Pennoni Associates Inc.
	Address:	401 Third Street SW Winter Haven, FL 33880
	Attn:	Merle Bishop
	Telephone:	863 201 8670
	E-Mail:	mbishop@pennoni.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.

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:** Pennoni Associates Inc. **A** PA **Corporation**	
By:		By:	David A. DeLuzio
Name:	Scott Kirouac	Name:	DAVID A. DELUZIO
Title:	Chairman	Title:	President
Date:		Date:	3/4/21
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Peter Coote
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/4/2021

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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**

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 5 PLANNING SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Pennoni Associates Inc.**

DATED: February 8, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 110.00
Chief Engineer 1	$ 185.00
Chief Engineer 2	$ 210.00
Chief Planner	$ 210.00
Engineering Technician	$ 110.00
GIS Specialist	$ 120.00
Graphic Designer	$ 110.00
Land Planner	$ 126.00
Planner	$ 148.00
Principal Engineer	$ 185.00
Secretary/Clerical	$ 75.00
Senior Engineer 1	$ 160.00
Senior Engineer 2	$ 170.00
Senior Engineering Technician	$ 120.00
Senior Planner	$ 185.00
Senior Scientist	$ 185.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 185.00
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: April 6, 2021

PRESENTER: **Richard Fleeger, Parks & Facilities Superintendent**

SUBJECT/TITLE: **Request consideration to waive fees of $325.00 for the 2021 Special Stars Softball Field Day at the Highlands County Sports Complex.**

STATEMENT OF ISSUE

Attached is a letter from the Special Stars Organization requesting a waiver of rental fees for the Sports Complex. The Organization desires to hold a Field Day for athletes with mental and physical disabilities. Since they do not charge a participation fee, they are asking for a waiver of fees that are normally charged for the rental of fields and restrooms. The Field Day will be held April 17, 2021 from 9:00 am to noon. The fiscal impact involves several fees including the cost to rent five (5) fields for three (3) hours at $300 ($20/per hour/per field) and the restrooms $25 per day. The total fee waiver request is $325.00.

Attached is a spreadsheet indicating the total waiver of fees each year at the Sports Complex since 2008, which is $13,375.00

RECOMMENDED ACTION

Move approval to waive fees of $325.00 for the 2021 Special Stars Softball Field Day at the Highlands County Sports Complex.

FISCAL IMPACT

The total fiscal impact of the fee waiver request is $325.00

Attachments: Special Stars Tournament 04.17.2021.pdf
2020-2021 Fees Waived 03.18.21.pdf

Special STARS
Sports Training And Recreational Services
120 West College Drive
Avon Park, FL 33825

March 16, 2021

Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, FL 33870

Dear Commissioners:

Special STARS would like to host a Special STARS Softball Field Day from 9 a.m. to noon, Saturday, April 17, at the Highlands County Softball Complex and would like to ask the Highlands County Board of County Commissioners to waive the fees to use the fields for that morning.

Unfortunately because of the pandemic, the athletes were unable to host their softball training and tournament last year but I would like to get the athletes out this year to have at least one day of exercise to get them back into shape. Most of our athletes have been in lockdown for the past year with very little community involvement. Many will have been vaccinated by the end of March and feel safe in going out. We will follow all CDC guidelines with requiring athletes and volunteers to wear masks, social distance and sanitize.

We will use all the fields in order to space everyone out safely but will not use the dugouts to avoid congregating in a small space. This will be a one-day field event to practice skills. No tournament just yet. We want to test drive this first.

We would need the gate opened at 8 a.m. We will need access to bathroom facilities during this time.

Special STARS provides sports training and competitions in 14 different sports and eight recreational activities for people with mental and physical disabilities in Highlands County.

If there are any questions, I can be reached at 863-452-1295, ext. 124 or 863-443-0438. Thank you for your consideration in helping some very special athletes in our county.

Sincerely,

Cindy Marshall

Cindy Marshall
Special STARS Coordinator

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 9/30/19**	**FEES WAIVED FOR 2020-2021**
Redbeach Community Homeowners Association	Desoto City Community Ctr.	3	$ 1,150.00	Cancelled
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	24	$ 12,500.00	
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	12	$ 4,800.00	Cancelled
Boy Scouts of America	Desoto City Community Ctr.	6	$ 15,600.00	
Ridge Area ARC & Special Stars	Sports Complex / Agri Civic Center - Auditorium	10	$ 14,820.00	$ 375.00
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	10 Est.	$ 4,200.00	
Salvation Army	Sports Complex	2	$ 700.00	Cancelled

3/18/2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Marc Bashoor, Public Safety Director** **Garrett Roberts, Attorney for the Highlands County Sheriff**
SUBJECT/TITLE:	**Amended and Reinstated Agreement between the Highlands County Sheriff's Office and the Highlands County Board of County Commissioners**

STATEMENT OF ISSUE

The Highlands County Fire Rescue (EMS) paramedics have had representation on the Highlands County Sheriffs Office SWAT medical team for several years. This agreement replaces an old agreement that needed updating. Additionally, new Florida statues, pertinent to the issue of firearms, is now in effect and covered in this agreement.

RECOMMENDED ACTION

Approve the Amended and Reinstated Agreement between the Highlands County Sheriff's Office and the Highlands County Board of County Commissioners

FISCAL IMPACT

The fiscal impact is unknown.

Attachments: Swat MOU - 032421.pdf

AMENDED AND REINSTATED AGREEMENT
BETWEEN THE HIGHLANDS COUNTY SHERIFF'S OFFICE AND
THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is made and is effective on the 6th day of April, 2021, by and between the Sheriff of Highlands County, Florida (hereinafter referred to as "SHERIFF"), and the Highlands County Board of County Commissioners (hereinafter referred to as "BOARD"), a political subdivision of the State of Florida, regarding the SWAT Tactical Medical Support Team (hereinafter referred to as "SWAT Medical Team").

WITNESSETH:

WHEREAS, the SHERIFF and the BOARD entered into an agreement to co-create the SWAT Medical Team on November 7, 2017;

WHEREAS, the SHERIFF and the BOARD amended the agreement to co-create the SWAT Medical Team on April 24, 2018;

WHEREAS, the SHERIFF and the BOARD purport that the joint services rendered by the SWAT Medical Team will provide a public purpose to preserve the safety, health, and welfare of tactical units and citizens alike during high risk operations;

WHEREAS, Highlands County Fire Rescue (hereinafter referred to as "HCFR"), as a department of the BOARD, employs certified paramedics who will train with the Highlands County Sheriff's Office Special Weapons And Tactics Team (hereinafter referred to as "Sheriff's Office SWAT"); and

WHEREAS, HCFR and the SHERIFF wish to continue to provide tactical and medical support to the Sheriff's Office SWAT through the SWAT Medical Team for operations and training.

NOW THEREFORE, the Parties agree as follows:

I. GENERAL PROVISIONS

HCFR and the SHERIFF agree to mutually support tactical and medical support to the Sheriff's Office SWAT through the SWAT Medical Team.

The Parties agree to:

A. The SHERIFF agrees to:

1. Notify HCFR of deployment and use of the SWAT Medical Team.
2. Maintain and supervise the SWAT Medical Team members while engaged in tactical operations and training.
3. Name the SWAT Medical Team as an additional covered member for purposes of a defense in the event of litigation arising solely out of the SHERIFF'S supervision of the SWAT Medical Team. The SWAT Medical Team would not be an additional covered member for purposes of any action taken by the SWAT Medical Team members pursuant to their training and employment as paramedics.
4. Provide SWAT Medical Team members with firearm(s) in accordance with Section 790.25, Florida Statutes.
5. Purchase and install a mounted firearm safe in the necessary HCFR vehicle(s).
6. Provide SWAT Medical Team members with the equipment necessary for their purpose.
7. Provide and document any and all training requirements.

B. HCFR agrees to:

1. Provide SWAT Medical Team members time to participate in operations and training provided staffing and budget availability allows.

2. The primary responsibility of the SWAT Medical Team is to provide medical support to the Sheriff's Office SWAT members and other operational personnel during Sheriff's Office SWAT training and tactical operations.
3. The SWAT Medical Team members may be deployed on specific Sheriff's Office SWAT operations, as needed, based on the operational threat assessment and medic availability.
4. Provide and document any and all training requirements.
5. Ensure all SWAT Medical Team members understand the necessity to maintain the utmost confidentiality at all times in regards to any and all information relating to SWAT Medical Team training, tactical operations/incidents/call-outs, etc., to ensure the highest level of safety, security, and performance. All SWAT Medical Team members agree not to discuss any such operations with any individual unless specifically approved by the SHERIFF.
6. Provide access to existing vendor contracts for the purchase of medical and other related supplies.

II. **TERM AND TERMINATION**

A. This Agreement shall become effective as of the 6th day of April, 2021, and shall continue until April 6, 2023, and may be extended by mutual written agreement of the Parties.

B. This Agreement may also be terminated without cause by either Party upon thirty (30) days' written notice.

III. LIABILITY

SWAT Medical Team members participating on the SWAT Medical Team are at no point in time to be considered SHERIFF employees and always remain employees of the BOARD. And, except for those instances in which the SWAT Medical Team is a covered member as referenced above in Section I.A.3, each Party engaging in activity pursuant to this Agreement, agrees to assume responsibility for the actions of its own employees or agents and for any suit of claim for damages resulting from any and all acts, omissions, or conduct of such Party's own employees occurring while engaging in rendering such aid as this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. In that regard, each Party shall control the defense of any suit or claim asserted against it.

IV. OTHER PROVISIONS

A. Operational points of contact:

Danny Spillman, Deputy Chief of Operations
Highlands County Emergency Medical Services
Office (863)402-7600
Cell (850)544-3352
dspillman@highlandsfl.gov

Captain Kenneth Johnson
Highlands County Sheriff's Office
Office (863)402-7381
Cell (863)381-1660
kjohnson@highlandssheriff.org

B. Any and all notices or other communication herein required shall be deemed to have been given when deposited in the United States Postal Service as regular 1st Class Mail, postage paid, and addressed as follows:

Marc Bashoor,
Public Safety Director
Highlands County Emergency Medical Services
4506 Kenilworth Blvd.
Sebring, FL 33870

Paul Blackman,
Sheriff of Highlands County
Highlands County Sheriff's Office
400 S. Eucalyptus St.
Sebring, FL 33870

C. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of

this Agreement shall be binding unless hereafter made in writing and signed by both Parties.

D. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their duly authorized officials.

HIGHLANDS COUNTY SHERIFF

_____ Date: _____
Paul Blackman, in his official capacity
as Sheriff of Highlands County, Florida

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____ Date: _____
Scott A. Kirouac, Chairman

(ATTEST)

_____ Date: _____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Tanya Canady, Business Services Director** **Christine Davis, Purchasing Manager**
SUBJECT/TITLE:	**Request approval of Agreement between Highlands County and CliftonLarsonAllen, L.L.P. for professional financial auditing services for the fiscal years 2021 through 2024.**

STATEMENT OF ISSUE

The Request for Proposals for professional auditing services was advertised on July 25, 2020. Five firms submitted proposals for the evaluation committee's review. Based on Florida Statutes, the selection committee for local government included C. Raymond McIntyre, Property Appraiser, Paul Blackman, Sheriff, Penny Ogg, Supervisor of Elections, Eric Zwayer, Tax Collector and Commissioner Tuck. Technical assistance was provided by Sally Hood, in her previous position as Director of Accounting for the Clerk of Courts. The committee met on September 10, 2020 and selected CliftonLarsonAllen, LLP as the highest scoring and most qualified firm. A contract was negotiated with key dates and responsibilities. This contract provides for a four year term that includes FY21- FY24 and has an option for the Board to extend the contract for one additional year.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and CliftonLarsonAllen, L.L.P. for professional financial auditing services for the fiscal years FY21 through FY24.

FISCAL IMPACT

The fiscal impact is as follows for each Fiscal Year:
FY21 - $183,750.00; FY22 - $185,745.00; FY23 - $187,740.00; and FY24 - $189,735.00

Attachments: CLA Agreement-signed.pdf
RFP 20-038 Recommended Award.pdf

AGREEMENT BETWEEN HIGHLANDS COUNTY AND
CLIFTON LARSON ALLEN LLP
FOR PROFESSIONAL FINANCIAL AUDITING SERVICES

THIS AGREEMENT, made and entered into this _____ day of_____ 20__, by and between Highlands County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and CliftonLarsonAllen LLP registered in the State of Minnesota, hereinafter referred to as the "Auditor":
WITNESSETH:

WHEREAS, Section 125.01, Florida Statutes, authorizes the County to "employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions"; and

WHEREAS, the County issued a Request for Proposals, RFP #20-038, incorporated herein by reference, for professional external auditing services; and

WHEREAS, the Auditor submitted a proposal in response to the County's Request for Proposals; and

WHEREAS, the County has selected the Auditor based upon the submitted proposal as a qualified applicant to perform the requested financial and compliance auditing services.

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

1. Term. This Agreement shall commence on the day and year above first written and shall continue in full force until completion of the audits for the County's fiscal years ending September 30, 2021, 2022, 2023, and 2024, unless earlier terminated as provided herein, and may be extended for an additional period of one (1) fiscal years at the recommendation of the Audit Selection Committee and the discretion of the Board.

2. Scope of Services. The County engages the Auditor and Auditor agrees to perform in a good and professional manner the services stated in RFP # 20-038 and set forth herein. The Auditor agrees to conduct a financial audit of all funds of the County, including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the basic financial statements required by generally accepted accounting principles (GAAP), including blended Special Districts for which the Board of County Commissioners is the Board of Supervisors for the fiscal years ending September 30, 2021, 2022, 2023, and 2024. The Auditor will draft and audit the fund financial statements of the following Constitutional Officers for the fiscal years ending September 30, 2021, 2022, 2023, and 2024:

Clerk of the Circuit Court
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

3. Scope and Responsibilities. The audits shall be made in accordance with auditing standards generally accepted in the United States of America as adopted by the American Institute of Certified Public Accountants (AICPA); Sections 218.39, 218.415 and 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General; the provisions of the AICPA Audit

and Accounting Guide - Audits of State and Local Governmental Units; Governmental Auditing Standards issued by the U.S. Comptroller General, which pertain to financial and compliance audits, OMB's Circular A-133, Audits of State and Local Governments, and the Single Audit Act and Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As a result, the audit will include tests of the accounting records and such other audit procedures as the Auditor considers necessary to render an opinion on the fairness of the County's financial statements. It is not contemplated that a detailed examination of transactions will be made or that the examination will necessarily discover fraud, should any exist. The Auditor will promptly inform County management of any findings that appear unusual or abnormal. An essential feature of the audit is the review and evaluation of the system of internal control structure upon which the scope and extent of the audit test will be determined. Such audit procedures and tests will be those the auditor considers necessary in the circumstances. The Scope of Work is further described in Attachment C to this Agreement.

The audits shall be performed under the "single audit concept" and shall include an unmodified opinion on the basic financial statements of the County's Comprehensive Annual Financial Report in compliance with Attachment B, attached hereto and incorporated herein by this reference. If unable to express an unmodified opinion or opinions, the Auditor shall state the reason for modification or disclaimer of opinion. The Auditor's opinion on the combining and individual fund statements and schedules and schedule of expenditure of federal and state awards as applicable, will report whether these financial statements and/or schedules are stated fairly in all material respects in relation to the basic financial statements taken as a whole as set forth in GAAP. The GASB provides for certain required supplementary information (RSI) to accompany the basic financial statements. The RSI will be subjected to certain limited procedures but will not be audited. The County's Comprehensive Annual Financial Report (CAFR), which shall be a single report in accordance with the Rules of the Auditor General and Florida Statutes, shall include the Auditor's comments in a Management Letter as required by Chapter 10.550, Rules of the Auditor General.

4. Report Requirements. The CAFR drafted by the Auditor shall contain the basic financial statements and schedules, as applicable, and will comply with current CAFR and GAAP requirements.

5. Special Considerations in Connection with Scope of Services:
   a. The Auditor will draft the CAFR and Constitutional Officers' financial statements from information contained in computerized reports, generated by the County's financial system.
   b. The County may send its CAFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the Auditor will be required to provide assistance to the County to meet the requirements of that program.
   c. The Auditor will prepare the following special reports:
      1) Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code.
      2) Data Collection Form submitted to the Federal Audit Clearinghouse (SF-SAC) as required.
      3) Prepare a report as required for the County Funded Court-Related Functions, Sections 29.008 and 29.0085, Florida Statutes (Article V report). This report shall be issued separately.
      4) The Auditor shall be required, if requested by the fiscal advisor and/or the

underwriter, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters." Costs directly related to these issues are provided in Attachment A of this Agreement.

6) Prepare an examination report in accordance with AICPA Professional Standards, Section 601, on compliance with provisions of Florida Statutes, as required by Chapter 10.550, Rules of the Auditor General.

6. Working Paper Retention and Access to Working Papers. The Auditor will be required to make working papers available, upon request, to the following parties or their designee:

a. Successor Auditor of Highlands County
   1) The Auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
   2) Costs related to responding to inquiries of successor auditors and review of working papers by third parties will be paid by the County and are provided in Attachment A of this Agreement.
b. U.S. General Accounting Office (GAO).
c. Parties designated by the federal or state governments or by the County as part of an audit quality review process.
d. Parties performing a quality review of the Auditor's records.
e. Auditors of entities of which the County is a sub-recipient of grant funds.

7. Time Requirements for Services. The County and the Auditor have the goal to accelerate the conclusion of the audit process each year, therefore, dates established at the audit conference referred to in a. of this Section will reflect those goals. In addition, the following dates and/or deadlines are hereby established:

a. For each year that an executed audit contract is in place, there shall be a pre-audit conference on or before June 15 of each year, and an audit calendar shall be established at that conference;
b. The Auditor will deliver draft financial statements to Board Management, the Finance Officer, and Constitutional Officers no later than February 20 of each year;
c. All financial statements, including the county-wide statement, will be delivered by March 15th of each year;
d. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must present the financial statements at a public meeting no later than the first Board of County Commissioners' meeting in April;
e. The books and records of the Board of County Commissioners will be ready for audit on or before November 30 of each year. For each day after November 30 that the County fails to close the books or deliver the information to the Auditor, one day will be added to each of the dates listed in b. and c. of this Section;

8. Assistance to be Provided to the Auditor and Report Preparation. The County shall provide reasonable staff assistance to the Auditor to timely complete the audit.

9. Auditor Independence. The Auditor affirms that it is independent of the County as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards". The Auditor shall give the County written notice of any professional relationships involving the County or any of its agencies entered into during the period of this Agreement which impair independence.

10. Licensed Practice in Florida. An affirmative statement shall be given to the County certifying that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.

11. Equal Opportunity Policies and Practices. The Auditor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, religion, age, sex, disability, marital status, public assistance, ex-offender status or national origin and also that it agrees to take affirmative action to recruit minorities and women into employment.

12. Compensation. For all services actually, timely and faithfully rendered, the County shall pay the Auditor a fixed fee of $183,750.00 for audit services for fiscal year ending September 30, 2021. For the fiscal years ending on September 30 thereafter, the fee shall be $185,745.00 for 2022 and $187,740.00 for 2023 and $189,735.00 for 2024. Changes to or amendments of the fees as stated in this Section may be permitted as follows:

a. In the event of new accounting or auditing pronouncements, additional requirements of the Auditor General of the State of Florida, new Single Auditing requirements, additional regulatory requirements, addition of new funds, or other circumstances that arise making it necessary for the Auditor to do substantive additional work, the Auditor shall immediately notify, in writing, the County Administrator, the Contract Manager, the Senior Director of Business Services, and the Clerk of Courts of such circumstances. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to this Agreement setting forth a maximum number of hours for such additional work at the rates provided in Attachment A of this Agreement;

b. In the event that the County desires to prepare the CAFR in final form, the fees stated in this Section will be reduced by $10,000.

13. Audit or Project Team. The Auditor shall assign members of its staff as the Auditor's Audit Team, as contained in the "Resumes" section of the Auditor's Proposal for Independent Auditing Services, incorporated herein by this reference in its entirety. If any member of the Auditor's Audit Team is removed from providing Services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any member of the Auditor's Audit Team terminates employment with the Auditor, then the Auditor shall replace its Audit Team member with a person of comparable experience and expertise and will inform the County of the change to the Auditor's Audit Team. Replacement members of the Auditor's Audit Team are subject to the approval of the Contract Manager.

14. Manner of Payment. The County shall make progress payments and the final payment to the Auditor in the following installments:

Month Billed	Percentage of Total Contract
July	15%
November	15%
December	20%
January	25%
February	15%
Final	10%
Total	100%

Billings shall be presented in a detailed format including client, date, employee, task, and hours worked. Additional information shall be provided upon request. The final payment in the amount of ten percent (10%) of the fee will be paid after acceptance of the CAFR into the record by action of the Board of County Commissioners, which shall not be unreasonably delayed. Invoices for payments shall be submitted to:

Highlands County Board of County Commissioners
c/o Clerk of Courts
590 South Commerce Avenue
Sebring, FL 33870-3867

15. Contract Manager. The County hereby designates the following person as the County's Contract Manager for this Agreement. The Contract Manager shall be responsible to administer, coordinate and otherwise manage the provisions set forth in this Agreement:

Assistant County Administrator
600 South Commerce Avenue
Sebring, FL 33870

16. County Approval/Auditor Responsibility. Neither review, approval or acceptance by the County of data, studies, calculations, audits, reports, memoranda, other documents and instruments and incidental professional services and work furnished hereunder by the Auditor shall in any way relieve the Auditor of responsibility for the adequacy, completeness and accuracy of its services or work. Neither the County's review, approval or acceptance of, or payment for, any of the Auditor's services or work shall be construed to operate as a waiver of any of the County's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

17. Termination. This Agreement shall continue and remain in full force and effect as to all its terms, conditions, and provisions, as set forth herein, until and unless the County shall give written notice to the Auditor of its desire to terminate this Agreement as provided in this paragraph. Should the Auditor default in any term or condition of this Agreement including the requirements established during the pre-audit conference between the County and the Auditor, and the default not be cured by Auditor within 20 days of written notice of such default, the Board of County Commissioners may terminate this Agreement for cause by giving thirty (30) days written notice to the Auditor of its intention to do so and specifying a time and date thereafter for the termination.

Either party may, prior to April 1 of any year, terminate this Agreement without cause by giving ninety (90) days written notice to the other party of its intention to do so and specifying a time and date thereafter for the termination. In the event of any such termination, the Auditor shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, until the specified date of termination, the Auditor shall be paid only for such services as are specifically authorized in writing by the County.

18. Indemnification.

a. The AUDITOR 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, to the extent caused by the wrongful acts and/or omissions of the AUDITOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The AUDITOR 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, to the extent arising from any and all

wrongful acts and/or omissions of the AUDITOR, or any of its employees, agents, sub-contractors, 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.

b. Successors and assigns. The County and the Auditor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Auditor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the County, Special Districts, or Constitutional Officers, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County, Special Districts, Constitutional Officers or Auditor.

c. Settlement of Claims. In any case where the Auditor deems that extra compensation is due it for services, materials, or damages not clearly covered in this Agreement, or not ordered in writing by the County as an extra, the Auditor shall notify the County in writing before it begins the work or incurs the cost on which it bases the claim and shall not perform the work or incur the cost without the written authorization of the Contract Manager. If such notification is not previously given and the work or cost authorized, in writing, by the Contract Manager, the Auditor hereby waives the claim for such extra compensation. However, such notice and accounting shall not in any way be construed as proving the validity of the claim. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Contract Manager and the Auditor. In the event that the parties cannot reach an agreement at this negotiation level, the dispute will be settled by an independent third-party agreed upon by the County and the Auditor or, if they do not agree, selected by the senior Circuit Judge for Highlands County, Florida.

d. Amendments. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the scope of services, time of completion, and other material terms and conditions, may be changed only by written amendment to this Agreement signed by the parties.

e. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the AUDITOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The AUDITOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the AUDITOR's activities and responsibilities hereunder.

f. 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.

g. 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 or 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.

h. 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.

i. JOINT AUTHORSHIP. 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.

j. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, 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, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

k. APPLICABLE LAW, VENUE, 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.

19. Liquidated Damages. It is mutually agreed between the parties hereto that time is of the essence in this Agreement and, in the event the work is not completed as stated in Section 7 a. e., "Time Requirements for Services," it is agreed that from the compensation otherwise to be paid to the Auditor the County may retain the sum of $200.00 per working day thereafter, Sundays and holidays excluded, that the work remains uncompleted due to the fault of the Auditor. However, if the Auditor's failure to deliver the work by the specified date is a result of the failure of the County or the failure of any one or more of the Constitutional Officers, to close the books or deliver the information to the Auditor as set forth herein, then the commencement of such liquidated damages shall be delayed by the number of days of the delay in providing the information. This sum is not a penalty, but the reasonable estimate by the parties of the damages the County will sustain in the event of such default by the Auditor.

20. Work Area, Telephones and Photocopying. Highlands County will provide the Auditor with reasonable work space, desks, and chairs. The Auditor will also be provided with access to a computer terminal accessing the County's general ledger, internet access, one telephone line, and photocopying facilities. No long-distance calls shall be charged to the County.

21. Report Preparation. The Auditor shall prepare and deliver a copy of the CAFR to the County in an electronic (i.e., PDF) format.

22. Employment Eligibility Verification.

22.1 Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall require any and all subcontractors 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 subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR 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 CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR 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.

23. INSURANCE.

23.1 Required Insurance. Contractor shall have and maintain in full force and effect the following minimum levels of insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Contractor 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 $100,000 each accident, $100,000 each employee, and $500,000 policy limit for disease.

(b) *Commercial General Liability. Occurrence Form Required:* Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of $2,000,000. Products and completed operations

aggregate shall be $2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, 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*. Contractor 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/Errors and Omissions Insurance:* The Contractor shall have and maintain professional liability insurance including errors and omissions with a limit not less than $2,000,000 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 contract 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 contract entered into in connection with this contract.

23.2 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/Errors and Omissions.

(b) Contractor 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 Contract 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 Contract, including any extended Term, County may suspend the Contract 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 Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

23.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

24. Notices and designated contact person

Any notice required or permitted by this Contract 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:

Highlands County Board of County
Assistant County Administrator
600 S. Commerce Ave.
Sebring, FL 33870
Attn:

To Contractor: CliftonLarsonAllen LLP
2523 US Highway 27 S.
Sebring, FL 33870
Attn: Julie Fowler

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Laurie Hurner, Assistant County Administrator
The Contractor: Julie S. Fowler, CPA

25. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or 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 if Contractor is or has been engaged in business operations in Cuba or Syria.

26. PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
County public information officer
600 South Commerce Avenue
Sebring, Florida 33870
Telephone number: (863) 402-6836
e-mail: HCBCCrecords@highlandsfl.gov

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from 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 a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY 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 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

By: Its Board of County Commissioners

By_____
Scott A. Kirouac, Chairman

[SEAL]
ATTEST:

_____
Jerome Kaszubowski, Clerk

[CORPORATE SEAL]

CLIFTONLARSONALLEN LLP

By: __Julie S. Fowler, CPA_____

Its: __Signing Director_____

Attest:

By: _____

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ATTACHMENT A

HOURLY RATE SCHEDULE FOR SPECIAL PROJECTS

Classification	Billing Rate
Principals and Signing Directors	$300
Managers and Directors	$225
Seniors	$135
Staff	$110
Administrative	$90

1) The above rates are for special projects that would require additional work outside of the scope of the contracted auditing services. Any additional work outside of the scope of the contracted auditing services shall be authorized by an addendum to the Agreement for Professional Financial Auditing Services executed by both parties.

2) The above rates will be adjusted annually by the Consumer Price Index published by the Bureau of Labor Statistics. The Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), Top Picks. U.S. All Items, 1982-84 seasonally unadjusted for the last twelve months as of September for each year, with a minimum of zero percent increase and a maximum increase of four percent per year.

ATTACHMENT B

LIMITATIONS OF THE AUDITING PROCESS

As part of this engagement, the Auditor will draft the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures from individual fund trial balances and other schedules that the County will provide. However, County management is responsible for the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures. In the County's representation to the Auditor, the County will be asked to acknowledge the Auditor's role in this regard, and the County's review, approval and responsibility for the financial statements, schedule of expenditures of federal awards and state financial assistance and note disclosures. Further, the County is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

The objective of an audit is the expression of the Auditor's opinion concerning whether the basic financial statements are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States of America. The County's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards (GAAS) are based on the concept of selective testing of the data being examined are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the County) on the financial statements.

As applicable, in accordance with requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida Single Audit Act, the County's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate County representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the audits. The Auditor will include such matters in the reports as required for a Single Audit.

ATTACHMENT C

SCOPE OF WORK

A. NATURE OF SERVICES REQUIRED:

1. Highlands County desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles and the financial reporting requirements of the Governmental Accounting Standards Board (GASB).
2. Per the requirements of GASB Statement No. 14, the basic financial statements of Highlands County include the Board of County Commissioners and the Constitutional Officers, along with blended and discretely presented component units.
3. The Audit shall be performed in compliance with Section 218.39, Florida Statutes and the requirements of:
    a. Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards set forth by the Government Accounting Standard Board.
    b. The U. S. General Accounting Office's *Government Auditing Standards*.
    c. Rules adopted by the Auditor General for form and conduct of local governmental unit audits.
    d. The Florida Department of Financial Services.
    e. The Federal Single Audit Act and any amendments thereto, and the Florida Single Audit Act.
    f. Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits.
    g. Any other applicable federal, state, local laws, rules and regulations or professional guidance not specifically listed above as well as any additional requirements that may be adopted by these organizations in the future.
4. The audits shall be financial audits as defined in Sec. 11.45 (1) (d), Florida Statutes, and shall cover each of the four (4) fiscal years ending September 30, 2021, 2022, 2023 and 2024; with an option to renew for one (1) additional fiscal year.
5. The auditor will be required to issue the following reports:
    a. A report on the fair presentation of the financial statements, of the County as a whole and each of the Constitutional Officers, in conformity with accounting principles generally accepted in the United States.
    b. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Governmental Auditing Standards*.
    c. Management Letters, as required by Section 218.39(4), Florida Statutes.
    d. A report on compliance for each major Federal program and state project and on internal control over compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida. To include Schedules of Expenditures of Federal Awards and State Financial

Assistance, Notes to the Schedule, and Schedule of Findings and Questioned Costs.

e. A report on compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; Section 365.172(10) and 365.173(2)(d), Florida Statutes, regarding emergency communications number E911 system funds; Section 61.181, Florida Statues, regarding clerk of the courts alimony and child support payments; and Sections 28.35 and 28.36, Florida Statues regarding clerk of the courts performance standards and budgets.

f. A report on the fair presentation of the Landfill Management Escrow Account Statement of Cash Receipts, Disbursements and Cash Balance as required by Section 62-701.630, Florida Administrative Code. This report shall be issued separately.

g. A report on compliance with Section 29.008 and 29.0085, Florida Statutes for County Funded Court-Related Functions. This report shall be issued separately.

h. The Data Collection Form submitted to the Federal Audit Clearinghouse as required by Uniform Guidance.

6. The auditor will be required to review the following:

   a. The Popular Annual Financial Report (PAFR) prepared by the County in connection with the Achievement for Excellence in Financial Reporting Program.

B. REPORT REQUIREMENTS AND RESPONSIBILITIES:

1. Although County staff is competent and capable of preparing its Comprehensive Annual Financial Report (CAFR), the County intends for the selected Firm to produce the CAFR, with assistance from County staff. The County will provide color graphics for the cover and separator pages for the final document. The CAFR shall contain at a minimum:

   a. Index

   b. Letter of Transmittal

   c. Independent Auditor's Report

   d. Management's Discussion and Analysis

   e. Basic Financial Statements

   f. Notes to the Financial Statements

   g. Required Supplemental Information

   h. Combining & Individual Fund Statements & Schedules

   i. Statistical Section

   j. Supplemental Audit Reports, as appropriate.

   k. Management Letter

2. The management letter shall, for each county agency, make special mention of the following material items discovered within the scope of the audit:

   a. Whether irregularities reported in preceding audit(s) have been corrected;

   b. Whether recommendations made in preceding audit(s) have been followed, if adopted by the County;

c. Recommendations to improve the County's present management, accounting procedures, and internal control;

d. Any violation of the laws, rules and regulations discovered within the scope of the audit;

e. Any illegal expenditure(s) discovered within the scope of the financial audit;

f. Any improper or inadequate accounting procedures discovered within the scope of the financial audit;

g. Any failure to properly record financial transactions discovered within the scope of the audit;

h. All other inaccuracies, irregularities, shortages and defalcations discovered within the scope of the financial audit by the auditor;

3. The auditor shall discuss any comments to be included in the management letters with the appropriate elected officials, or designee, prior to completion of the report mentioned in item "1" of this Section.

4. The Firm selected shall submit progress reports to or hold periodic meetings with appropriate staff. The information provided in these reports/meetings should be sufficiently detailed to provide assurance that the respective audit is on schedule, noting achievements and problems, which will have a potential effect on the schedule.

5. At the completion of each audit, an exit conference will be held with appropriate staff. The meeting will be conducted by the lead auditor on the engagement. During the exit conference, findings and recommendations will be discussed and ample time will be provided to respond in writing to these findings. Responses will be incorporated into the final reports and CAFR.

6. The Offices to be included in this audit will provide, at a minimum, the following to assist the auditor in performing the annual audit:

   a. A designated contact person for all audit related requests.

   b. General Ledger / Trial Balance as of September 30 and any other time periods as requested.

   c. Statements of Revenues, Expenditures, Budgeted and Actual.

   d. Various schedule and worksheets designed to assist and provide backup information.

   e. The County will prepare confirmation letters for the auditor.

   f. Other information requested by the auditor and mutually agreed upon by appropriate staff.

7. The County will provide the auditor with reasonable workspace, internet connection, telephone lines, and other capabilities, as necessary.

8. Additional Considerations:

   a. The Auditor shall furnish to the County an electronic version of the CAFR, which is to be submitted to the Government Finance Officers Association for review in connection with the Achievement for Excellence in Financial Reporting Program. An electronic, print ready copy of the final CAFR must be provided to the County by March 15th of each year.

   b. The Partner in charge of the Audit and/or the Audit Manager or Supervisor equivalent must be available to attend at least one (1) public meeting upon submission of the written reports. The final draft of the reports shall be

presented to the County no later than February 20th and the Auditor presentation at the public meeting shall be no later than the first Board of County Commissioners' meeting in April.

c. The audited financial statements are owned by the County. The auditor shall not charge for the reproduction of the County's audited financial statement in offering statements, on the County's website, or in any other presentation format.

9. All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the Firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, without charge, to any federal, state or County agency. In addition, the Firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

C. AUDIT TIMELINE: The Firm shall schedule its audit work to perform a substantial portion prior to fiscal year-end. The following is a proposed audit timeline (schedule is estimated and may change slightly).

Timeline	Action
on or before June 15	Pre-audit conference, update regarding Audit Team, audit calendar established
June 1 – Sept. 30	Interim field work
Sept. 30	Fiscal year-end
Sept. 30 - Oct. 30	Books are closed for Constitutional Officers and the general ledgers are provided to the auditor; begin field work on Constitutional Officers
Oct. 30 – Dec. 15	Financial statement for Constitutional Officers prepared. Constitutional Officers exit conferences are held.
Sept. 30 – Nov. 30	Books are closed for Board and the general ledgers are provided to the auditor; begin field work on the Board
Feb. 20	Final draft financial statements are provided to Board Management and the Clerk's Office for review, Exit conference is held
Mar. 15	Print ready electronic copy of CAFR and Combining Statement provided to the County
Mar. 15	CAFR submitted to the Auditor General (deadline March 31)
1st meeting in April	Presentation of CAFR to the Board of County Commissioners

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
20-038 RFP
External Audit Services
Proposal Opening Date: August 25, 2020

Company	Score	RANK
CliftonLarsonAllen LLP	503	1
Cherry Bekaert LLP	410	2
MSL, P.A.	402	3
Carr, Riggs & Ingram LLC	398	4
Mauldin & Jenkins, LLC	379	5

Notice of Recommended Award to CliftonLarsonAllen, LLP (CLA) the highest ranking firm.

Local Preference was not used to award this project.

This award for external audit services will be effective for the FY 21 through FY 24 ending on September 30, 2024 , with a possible one year extension, for services identified in the solicitation at the pricing identified the the CLA proposal and shown below:

FY 21 - $183,750.

FY 22 - $185,745 .

FY 23 - $187,740.

FY 24 - $189,735.

Intent to Award was posted to www.highlandsfl.gov at 5:30 p.m. on September 11, 2020 and emailed to each propose

End of protest period: 4 P.M. on September 16, 2020.

Recommendation:

Recommed awarding to the highest ranked responsive and responsible proposer CliftonLarsonAllen LLP.

Christine Davis 10-23-20
Christine Davis, Purchasing Manager Date

Sally Hood 10-23-20
Sally Hood, Director of Accounting - Clerk of Courts Date

Recommendation approved by:

Randy Vosburg 11/2/2020
Randy Vosburg, County Administrator Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Request approval to Pay without PO for Public Consulting Group, LLC (PCG) invoice # 213120 in the amount of $45,186.40.**

STATEMENT OF ISSUE

The invoice was recently received and Purchase order had not been issued previously due to amount of invoice is based upon the amount of monies received from the MCO supplemental program which Public Consulting Group, LLC prepares and submits on our behalf. The contract was signed December 2020.

RECOMMENDED ACTION

Move to approve the Pay without PO for Public Consulting Group, LLC (PCG) invoice # 213120 in the amount of $45,186.40.

FISCAL IMPACT

Fiscal impact is $45,186.40 from General Fund 005, Cost Center 5105, Account 53400.

Attachments: Public Consulting.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

REQUEST FOR PAYMENT FOR INVOICE WITHOUT A PURCHASE ORDER FOR INVOICE GREATER THAN $7,500.00

To: Purchasing Manager

From: 5105/ EMS (Department / Division Name) Roxanna Taylor (Requesting Employee's Name)

Date: March 12, 2021

Purchase order to Public Consulting Group, LLC #23944 [Vendor's Name] was not created for the purchase billed on the attached invoice, for the following reason(s):

A purchase order was not requested due to the invoice was just recieved and the contract was signed December 2020. The amount of invoice is based off of the amount of MCO supplemental payment recieved and I was not aware of the payments. The Invoice is dated 02/02/21. Services by PCG are confirmed.

By my signature I certify that:
1.) The goods or services were ordered by a County employee or volunteer approved to request a PO.
2.) The goods or services were received in good order and needed by the Department
3.) Funds are budgeted and available to pay for the goods or services.

Roxanna Taylor 03/12/2021
Employee's Signature & Date

Marc Bashoor 3/16/21
Manager / Director's Signature & Date

To be paid from 005/5105/53400

Approval:

No other purchasing rules or procedures would be broken by approving the payment.

Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2021.03.17 15:36:41 -04'00'
Purchasing Division - Signature — Date

Funds are available for payment and the amount is greater than $7,500.00.

Digitally signed by David M. Nitz Date: 2021.03.18 09:29:13 -04'00'
OMB Division - Signature — Date

Approved for payment based on the above information.

Laurie A. Hurner Digitally signed by Laurie A. Hurner Date: 2021.03.19 10:04:31 -04'00'
County Administrator - Signature — Date

Date of Board approval — Requesting Employee's Initials

PUBLIC CONSULTING GROUP

Solutions that Matter

February 2, 2021

Tim Eures
Deputy Chief
6850 W. George Blvd.
Sebring, FL 33875

Invoice Number	213120
Invoice Amount	**$45,186.40**
Project Code	P0053248.8
Service Period	October 1, 2019 – September 30, 2020

Dear Deputy Chief Eures,

Public Consulting Group LLC. (PCG) appreciates the opportunity to provide our services to Highlands County EMS. This invoice, in the amount of ***forty five thousand one hundred eighty-six dollars and forty cents ($45,186.40),*** represents payment for PCG's efforts associated with the Medicaid Managed Care (MCO) supplemental payment generated through the development and successful execution of the MCO program for the period of October 1, 2019 (effective date) to September 30, 2020 (date of payment). Invoice details are shown below.

Amount received by Highlands County EMS	$376,553.29
Contingency Fee	12%
Amount of this Invoice	**$45,186.40**

Please remit the above amount to Public Consulting Group, Inc. via check or ACH

Mailing address for checks:	**ACH instructions:**
Public Consulting Group, LLC. PO Box 845308 Boston, MA 02284-5308	Bank name: Citizens Bank of Massachusetts Account name: Public Consulting Group, LLC. Account #: 1109586385 Bank routing #: 211070175

If you have any questions regarding this invoice, please contact Alissa Narode at 518-375-2461.

Sincerely,

Marc Staubley
Practice Area Director

7.I.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 1, 2020

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Contract Agreement for professional services in connection with the PEMT Program for Medicaid which provides supplemental payments to Highlands County.**

STATEMENT OF ISSUE

Public Consulting Group, Inc. (PCG) has agreed to provide consulting services to the County to enroll in the Florida EMS Public Emergency Medical Transports (PEMT) Medicaid program. PCG will provide ongoing consulting/costing services for Medicaid managed care transports revenue programs for 2020, 2021, and 2022 state fiscal year period.

RECOMMENDED ACTION

Move to approve Contract Agreement for professional services in connection with the PEMT Program for Medicaid which provides supplemental payments to Highlands County.

FISCAL IMPACT

The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program are twelve percent (12%) of the incremental Client revenues received.

Attachments: PCG PEMT Sole Source Contract-Highlands County-102920_PCG Executed.pdf

CONTRACTOR AGREEMENT

This Agreement ("AGREEMENT") is entered into by and between Highlands County, a political subdivision of the State of Florida ("COUNTY") and Public Consulting Group, Inc. ("PCG" or "CONTRACTOR") as of October 29, 2020 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, CONTRACTOR possesses professional skills that can assist COUNTY in analyzing and reporting costs to secure "supplemental payments", and

WHEREAS, COUNTY wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, COUNTY and CONTRACTOR hereby agree as follows:

1. **Description of Services**
   CONTRACTOR will provide the professional services assigned by COUNTY and more fully described in Attachment A (the "Contracted Services"). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**
   CONTRACTOR will commence performance for Contracted Services under this Agreement on the Effective Date and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by COUNTY in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and COUNTY acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this AGREEMENT to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. **Compensation**
   a. Compensation for services completed by CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Attachment "B"** which is attached hereto. To the extent of any conflict between **Attachment "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

b. Upon termination or expiration of this AGREEMENT, other than termination for cause, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. Termination

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

In the event of termination of this Agreement, COUNTY shall compensate CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to COUNTY. All such payments shall be subject to an offset for any damages incurred by COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For COUNTY:
Tim Eures, Deputy Chief
Deputy Chief
6850 W. George Blvd.
Sebring, FL 33875

For CONTRACTOR:
Alissa Narode, Senior Consultant
Public Consulting Group, Inc.
99 Washington Ave, Suite 1720
Albany, NY 12210
anarode@pcgus.com

6. CONTRACTOR Representation

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify COUNTY regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.

7. Standards of Conduct

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

8. Relationship of the Parties

a. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. Unless otherwise stated in this Agreement, CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by COUNTY to its employees. COUNTY will deliver to CONTRACTOR statements of income at the end of each tax year consistent with its independent contractor status.

b. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to COUNTY employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

c. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for COUNTY or otherwise incur any obligation on behalf of COUNTY for any purpose unless expressly authorized by COUNTY.

9. **Record Maintenance**

a. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FL 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

b. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by COUNTY to perform the services set forth herein.
2. Upon request from COUNTY's custodian of public records, provide COUNTY 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 Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the services set forth herein. If CONTRACTOR transfers all public records to COUNTY upon completion of the contract, 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 the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

10. Insurance

CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

a. AUTOMOBILE:
   1. Combined Single Limit: $300,000 per accident, OR
   2. Bodily Injury: $300,000 per person, AND
   3. Property Damage: $100,000 per accident;

b. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

c. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

d. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

e. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

For every insurance policy required hereunder, CONTRACTOR shall provide COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,

2. The specified job by name and job number,
3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

Receipt of certificates or other documentation of insurance or policies or copies of policies by COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, CONTRACTOR shall maintain proof of same on file and made readily available upon request by COUNTY.

11. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

12. Confidential Information.

To the maximum extent permitted by applicable law, if either Party provides confidential information which is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party and the same is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).

13. Indemnification

CONTRACTOR agrees to indemnify, defend and hold COUNTY harmless for any and all third party claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, subcontractors, 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.

14. **Intellectual Property**
Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. CONTRACTOR guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

15. **Conflicts of Interest**
The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for COUNTY and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

16. **Waiver**
The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

17. **Entire Agreement**
This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

18. **Amendment**
This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

19. **Severability**
If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

20. **Applicable Law and Venue**
The parties agree that this AGREEMENT is governed by the laws of the State of Florida. The parties also consent to jurisdiction in the courts of the State of Florida and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that Highlands County, Florida is a place where performance of certain terms of this AGREEMENT shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the State's courts located in Highlands County, Florida.

21. **Miscellaneous**
    a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES,

WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

b. This is a Sole Source Purchase Agreement which comports with the requirements of Highlands County Purchasing Policy Section 9. Sole Source Purchasing.

c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC.	**HIGHLANDS COUNTY, a political subdivision of the State of Florida**
BY: James Dachos	BY:
NAME: James Dachos	NAME: Scott A. Kirouac
TITLE: Associate Manager	TITLE: Chairman
DATE: October 29, 2020	DATE: Dec. 1, 2020

BOARD OF COUNTY COMMISSIONERS SEAL

ATTACHMENT A
CONTRACTED SERVICES
Public Emergency Medical Transportation (PEMT) Program

A. Highlands County EMS provides ambulance and medical services some of which will qualify for the PEMT Program for Medicaid. COUNTY must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.

B. COUNTY provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for COUNTY to participate in the PEMT Program.

C. This PEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. CONTRACTOR shall be familiar with the PEMT Program in the State of Florida and all the rules, regulations and requirements associated with the Program.

E. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to the Agency for Health Care Administration (AHCA) within the time frame prescribed by the AHCA.

F. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in Chapter 401, Florida Statutes.

G. CONTRACTOR shall have knowledge and experience in the completion of all ten (10) Schedules as required by the Program.

H. COUNTY will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.

I. CONTRACTOR shall be able to accept from COUNTY, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

J. If the completed cost report is rejected by the AHCA, CONTRACTOR shall work with COUNTY to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

K. CONTRACTOR shall keep COUNTY informed of all updates relating to managed care and estimate the impact of future changes in managed care reimbursement.

L. CONTRACTOR shall support COUNTY in establishing the legal and operational ground to participate in the Managed Care program.

M. CONTRACTOR shall draft supporting documentation and flow processes for presentation to COUNTY and assist with messaging and review presentations for governmental relationship staff as needed.

N. CONTRACTOR shall provide guidance and support to enter into contracts with Managed Care Organizations.

O. CONTRACTOR shall be familiar with the Managed Care program in the State of Florida and all the rules, regulations and managed care reporting requirements.

P. CONTRACTOR shall monitor claims and cash flows of Managed Care program to ensure COUNTY receives appropriate benefit from the program and has met documentation needs.

Q. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by COUNTY under the PEMT Program.

R. If, as a result of an audit by the ACHA, a refund is required by COUNTY, CONTRACTOR's liability will be capped at, and otherwise agrees to return, the portion of the compensation fee that was paid on the amount being refunded.

ATTACHMENT B
COMPENSATION and TERM

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the PEMT CPE program as described in Attachment A. This AGREEMENT will be in effect for **3 (three)** state fiscal years, defined as July 1st to June 30th.

The term of the AGREEMENT shall remain in effect for the **2020, 2021, and 2022** state fiscal year period cost report cycles (July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021, and July 1, 2021 to June 30, 2022) so long as the initiative is in implementation and until fees have been collected in full.

CONTRACTOR shall be paid compensation for all Services. Total compensation for this Agreement shall be on a contingency fee of **Twelve percent (12%)** based on payments received by the Highlands County EMS under the PEMT program and Managed Medical Assistance ("MMA") program. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for over-head, and profit. The Highlands County EMS agrees to pay CONTRACTOR in current funds, as compensation for its Services.

This AGREEMENT can be extended at the mutual consent of both parties through written notification and execution of an amendment.

G:\COUNTY\EMS\Billing Agreement\PCG PEMT Sole Source Contract-Highlands County -100820.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Richard Fleeger, Parks & Facilities Superintendent**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-062 to transfer funds for project 20029 for Boat Dock Repairs, 20041 and 20042 for Playground Systems at H.L. Bishop Park and Sports Complex, and 20043 for HVAC Systems for County Facilities.**

STATEMENT OF ISSUE

The Recreation and Parks Advisory Committee (RPAC) met on February 18, 2021, to discuss a Funding Request application submitted by the Highlands County Parks & Facilities Management division for two (2) Playground Systems; one at H.L. Bishop Park (projects 20041) in the amount of $60,607.70 and the other at the Multi-Sports Complex (20042), costing $80,371.02 for a total cost of $140,978.72.

Also, an increase of $8,000 to Project 20029 (Dock Repairs 20-21) from the Florida Boating Improvement cost center for additional repairs at boat ramp locations, as well as assign Project 20043 (HVAC Units FY20-21) for HVAC systems for county facilities in the amount of $31,000.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-062 for project 20029 for Boat Dock Repairs, projects 20041 and 20042 for Playground Systems at H.L. Bishop Park and the Sports Complex, and project 20043 for HVAC Systems for County Facilities.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) and Fund 143 (Florida Boating Improvement) or the overall budget as this Budget Amendment is transferring previously adopted budget funds to projects 20029, 20041, 20042 and 20043 in the amounts of $8,000, $60,607.70, $80,371.02, and $31,000, respectively.

Attachments: 20-21-062 Parks_Facilities Projects (BA).pdf
20-21-062 Parks_Facilities Projects (Reserve).pdf
HC Funding Requst for Play Systems 02.03.2021a.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 2, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **2/25/2021**

SUBMITTED BY: **Parks & Facilities**

FUND(S): **143 / 151**

FUND TITLE(S): **FL Boating Improvement/ Local Govt Infrastructure Surtax**

COST CENTER(S) #: **6103 / 6101A / 9990B / 2672A**

PROJECT(S) #: **20029 / 20041 / 20042 / 20043**

PROJECT TITLE(S): **Dock Repairs 20-21/ HL Bishop Park Playground System/ Sports Complex Playground System/ HVAC Units FY20-21**

COST CENTER TITLE(S): **FL Boating Improvement/ Recreation Dept 151/ Budget Expenditures AC/151 / Facilities Management 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	143	6103	56300	Improvements Other Than		41,000.00		8,000.00	33,000.00
E	143	6103	56300Z	Project Improvements	20029	7,000.00	8,000.00		15,000.00
E	151	6101A	56300	Improvements Other Than		453,420.00		70,489.36	382,930.64
E	151	6101A	56400Z	Project Equipment		60,608.00		60,608.00	0.00
E	151	9990B	59900	Reserve for Contingency		45,758.70		9,881.36	35,877.34
E	151	6101A	56400Z	Project Equipment	20041	0.00	60,607.70		60,607.70
E	151	6101A	56400Z	Project Equipment	20042	0.00	80,371.02		80,371.02
E	151	2672A	56200	Buildings		31,000.00		31,000.00	0.00
E	151	2672A	56400Z	Project Equipment	20043	0.00	31,000.00		31,000.00

REASON: **To add additional dock funding to Project 20029 from the FL Boating Improvement Fund; set up two (2) RPAC projects from RPAC funds (RPAC is contributing 50% for the two (2) Playground Systems); and to assign Project 20043 to CFS HVAC Unit funds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

REQUEST # 20-21-062

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM
XX RESERVE
____ BY RESOLUTION
____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

LOCAL INFRASTRUCTURE SURTAX FUND (CAPITAL IMPROVEMENTS) - 151 (9990B)

FISCAL YEAR 2020-2021

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/20		BEGINNING BALANCE		**$121,000.00**	
10/20/20	10/20/20	20-21-007	($38,166.89)	$82,833.11	To fund the balance of new ambulance Project 18020
01/05/21	01/05/21	20-21-043	12,925.59	$95,758.70	To close out Project 17015 Remodel Probation & Parole Lease
01/05/21	01/05/21	20-21-043	($50,000.00)	$45,758.70	To set aside funding for future SAO building renovations
03/16/21		20-21-062	($9,881.36)	$35,877.34	To fund the balance of new playground equipment in projects 20041 and 20042
REVISED TOTAL:				**$35,877.34**	

CONTINUED ON NEXT PAGE

Recreation & Parks Advisory Committee
Funding Application

Funding Applications must be submitted to the Parks & Facilities Department no less than 2 weeks prior to any RPAC meeting. Any incomplete applications will be returned and will not be placed on the RPAC agenda until all necessary documentation is submitted.

Recreational funding must be used to improve public safety, develop, expand, renovate or remodel parks, or to purchase land to build new parks.

I. APPLICATION INFORMATION

Date: February 1, 2021

Local Government Name: Highlands County Board of County Commissioners

Project Manager: Richard Fleeger

Telephone: 863-402-6758 Email: rfleeger@highlandsfl.gov

II. PROJECT SUMMARY

Project / Park Name: H. L. Bishop Park and HC Sports Complex Playground Systems

Project address: 10 Lake June Clubhouse Rd. Lk Placid / 216 Sheriff's Tower Rd. Seb

Date approved by Governing Board: TBD if approved by RPAC

Who owns the property? ToLP - Leased to Highlands County / Highlands County

Local funds available *(Requester's contribution):*			*Percentage of Total Cost*
Cash:	$	70,989.37	50%
In-kind: *(Provide detailed data)*	$	1,053.80	%
Other: *(Other agency funding, donations, etc.)*	$		%
County funds request *(RPAC Share)*:	$	70,989.36	50%
Total cost of project:	$	143,032.53	

All applicant/other funds will be used first. The balance, up to the approved RPAC recommendation, will be reimbursed by the County

Please provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, and any existing buildings on site.

Currently, the children's play area at H.L. Bishop Park has a swing set, triple horizontal bar and a slide. The slide would be removed and replaced with the new play system. The Sports Complex is without a playground and with many adults playing softball, there is not much for children to do other than play in the restrooms. Installing a playground area will enhance the park and provide a recreational opportunity for children. This set will include shade to protect children, not only from the sun, but flying softballs and baseballs as well.

III. PROJECT COST ESTIMATE

Development/Remodel/Expansion Projects: Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on this application. The site plan must CLEARLY DELINEATE facilities currently existing, facilities proposed for funding in this application and facilities planned for future development.

Acquisition Projects: If applying for an acquisition project, submit the proposed development for the project. Along with the breakdown of the facilities, submit a construction timeline for the required development of facilities. Also, submit conceptual site plan displaying the areas and facilities to be developed as proposed on this application.

NOTES:

- Applicant has 24 months for project completion from the date of the execution of the Interlocal Agreement by the Board of County Commissioners.
- With the exception of public safety needs, any previously approved major project must be completed prior to applying for another project to be funded.

Budget Category	**Total**
Administration Project Management	
Contracted Services	
Permitting & Project Inspection Fees	8,785.30
Site Preparation	
Demolition and Removal	5,780.25
Construction	79,111.00
Equipment (Rental, or in-kind use)	48,302.18
Contingency Cost	
Other Cost: _____	

Total Project Cost: 141,978.73

Will local vendors be used: Yes ☐ No ☑

Please list all vendors you received quotes and estimates from and attach with this application:

Miracle Recreation Equip. Co. _____

_____ _____

_____ _____

IV. OPERATION AND MAINTENANCE

Describe the on-going maintenance that will be provided by the municipality for the improvements in which funding is being requested.

☑ 1. The applicant has a full-time parks and recreation department that will manage the project site to provide programming and to ensure adequate operation and maintenance.

☐ 2. The applicant has a full-time staff, such as a public works, who will manage the project site to ensure adequate operation and maintenance.

☐ 3. The applicant will manage the project site with part-time staff or by contractual agreement to ensure adequate operation and maintenance.

☐ 4. An organized volunteer group, such as a civic group or youth sports association, will operate and maintain the site. Name of Organization:

_____

If the expansion/remodel/renovation will REDUCE costs of maintenance/operation, and /or will eliminate a safety hazard, please provide a detailed explanation and back-up verification.

The playground currently at the H.L. Bishop Park is aged and the slide is showing safety concerns with foul language carved into the slide and metal steps are rusting. The new play area will have a 2.5 in pour-in-place rubber surface, which is preferable to the rubber mulch. Children are throwing the rubber mulch in the lake and we have found where they are also flushing it down the toilets. At a later date, we would like to remove the remaining rubber mulch, and replace it with the pour-in-place rubber surface.

V. PROJECT INFORMATION

	Yes	No
Is this project part of the Master plan for a park and/or greenway system?	☐	☑
Is the project part of the three-year RPAC Planning Strategy? *(2020-2023)*	☐	☑
Is there a safety and/or health concern?	☑	☐
Is access hindered *(i.e. damage roads, limited ADA compliance, etc.)*	☐	☑
Is the project a service that is over populated due to size?	☑	☐
Will there be a charge or user fee: *(attach fee schedule if applicable)*	☐	☑
Public Involvement — Public Meeting:	☐	☑
Survey:	☐	☑

Petitioned: ☐ How many Signatures? _____

Please list all amenities this park/location already provides.

Amenities	Yes	No	How Many?	Amenities	Yes	No	How Many?
Soft/Baseball Fields	☐	☑		Bicycling Trails	☐	☑	
Soccer Fields	☐	☑		Fitness Trails	☐	☑	
Tennis Courts	☐	☑		Hiking Trails	☐	☑	
Running Track(s)	☐	☑		Equestrian Trails	☐	☑	
Volleyball Courts	☐	☑		Nature Trails	☐	☑	
Basketball Courts	☐	☑		Swimming	☑	☐	
Pickleball Courts	☐	☑		Camping	☐	☑	
Bocce Ball Courts	☐	☑		Picnic Tables	☑	☐	
Horseshoe Pits	☐	☑		Pavilions	☑	☐	
Drinking Fountains	☐	☑		Grills	☑	☐	
Other: _____			1	Playground	☑	☐	

VI. CONCLUSION

Please attach quotes, estimates, photos, conceptual site plans, surveys, and petitions with this application.

Email application to the Parks & Facilities Management office at Facility@highlandsfl.gov or mail/deliver to 636 Fernleaf Ave in Sebring.

January 30, 2021

Highlands County
RPAC Funding Application
Playground Systems at H.L. Bishop Park and Highlands County

Total Cost of Project

H.L. Bishop Park slide removal in-house	$1,053.80
H.L. Bishop Park Miracle Playground System	$60,607.71
HC Sports Complex Miracle Playground System	$81,371.02
TOTAL	$143,032.53

Local Funds

Cash: Capital Financial Strategy			$70,989.37
In-kind: Removal of Slide			
	Labor	$609.60	
	Equipment	$444.20	
			$1,053.80
RPAC Request:			$70,989.36
		TOTAL	$143,032.53

Miracle

HL Bishop Park

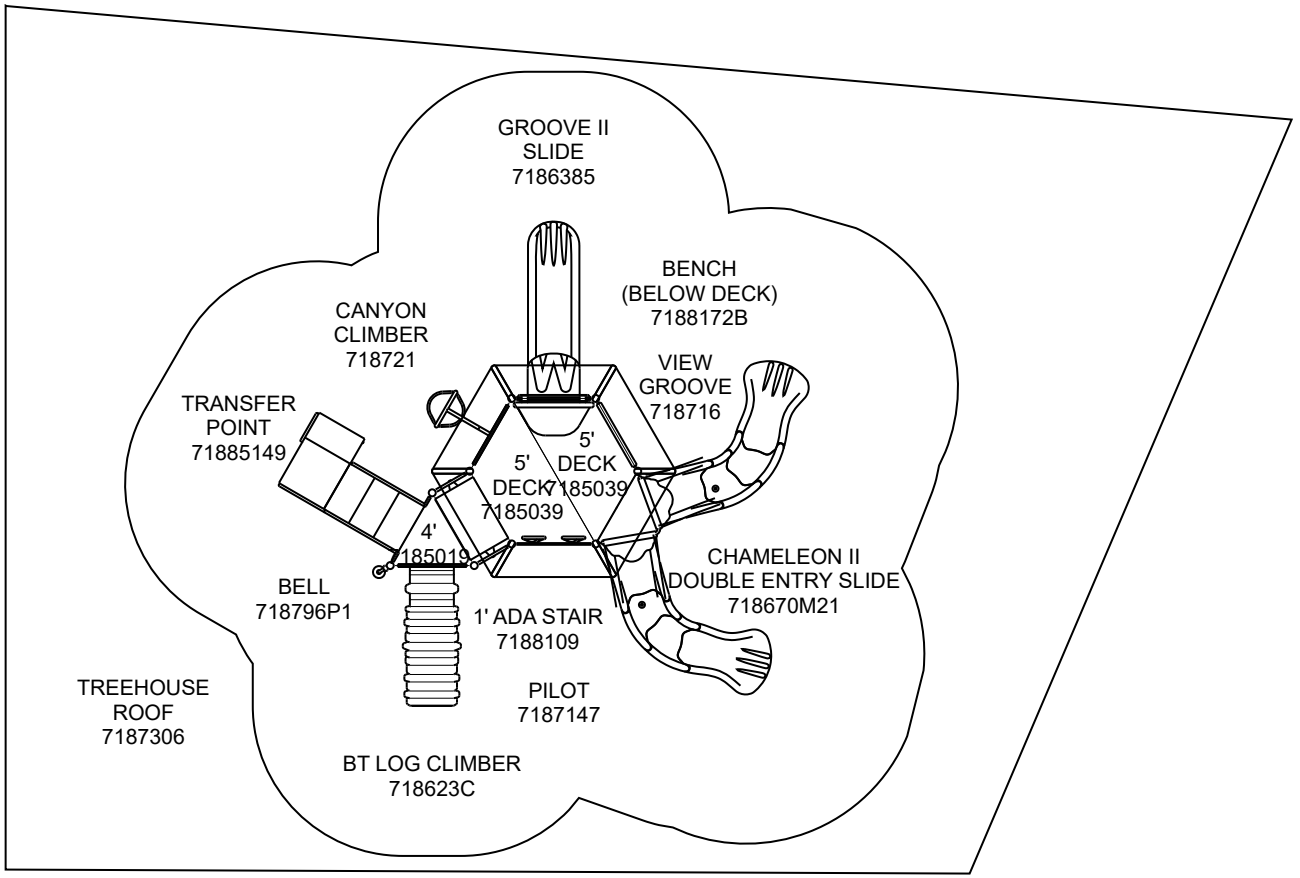
Highlands County Parks & Rec

Lake Placid, FL

HL Bishop Park
Lake Placid, FL

FOR KIDS AGES 2-12 YEARS

AGE GROUP:	2-12			
ELEVATED PLAY ACTIVITIES - TOTAL:	6			
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	6	REQ'D	3	
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0	
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D	2	
GROUND LEVEL QUANTITY:	2	REQ'D	2	



INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION — PUBLIC PLAY EQUIPMENT — IPEMA CERTIFIED TO ASTM F1487

To verify product certification, visit www.ipema.org

Miracle

Miracle of South Florida - Connie Brown
Connieb@miracleofsouthflorida.com PHONE NO: (954) 520-4523
Fort Lauderdale,FL FAX NO: (954) 200-6828

GROUND SPACE: 23'-0" x 20'-6"

PROTECTIVE AREA: 35'-0" x 33'-0"

DRAWN BY: Jack Dzoba DATE: 3/5/2020

R0023_43898585450

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0023170021

Prepared For:

Larry Howard
Highland County Parks and Rec
4344 George Blvd.
Sebring, FL 33875
(863) 446-3021 (phone)
lhoward@hcbcc.org

Project Name & Location:

HL Bishop Park
Lake Placid

Prepared by:

Miracle of South Florida

Connie Brown
(954) 520-4523 (phone)
(954) 473-1964 (fax)
Connieb@miracleofsouthflorida.com

Quote Number: R0023170021
Quote Date: 02/02/2021
Valid For: 30 Days From Quote Date

CUSTOM TC PLAY STRUCURE

Product line: TotsChoice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom TC	Tots Choice 2-5 DWG# R0023_43898585450	1	2,620.00	21,607.00	21,607.00

ADDITIONAL ITEMS

Part Number	Description	Qty	Weight	Unit Price	Total
Concrete Curb	12"x 6" Concrete Curb Perimeter Per LF	54	0.00	30.00	1,620.00
Drawings	Sealed Engineered Drawings & Calcs (Playground)	1	0.00	950.00	950.00
Excavation	Excavate and dispose of Sod/Soil	1728	0.00	1.75	3,024.00
GC	GC Pull Permit (Excludes Permit Fees)	1	0.00	950.00	950.00
Permit	Estimated Permit Fees	1	0.00	1,765.27	1,765.27
PIP	2.5" Poured in Place Surfacing per SqFt	1668	0.00	12.00	20,016.00
Rock	4" min Rock Base Per SqFt	1668	0.00	3.00	5,004.00
Sidewalk	6'x10' ADA Concrete Sidewalk Connection	1	0.00	900.00	900.00

Totals:

Equipment List:	$21,607.00
Discount Amount:	-$1,728.56
Equipment Price:	$19,878.44
Freight:	$0.00
Installation:	$6,500.00
Additional Items Listed Above:	$34,229.27
SubTotal:	$60,607.71
Estimated Sales Tax*:	$0.00
Grand Total:	**$60,607.71**

Notes: Prices per Sourcewell (NJPA)# 030117-LTS. Prices do not include landscape repair/replace, zoning, storage of materials, site security, site survey or any materials or services other than listed.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0023170021 **Quote Date:** 02/02/2021 **Equipment:** $21,607.00 **Grand Total:** $60,607.71

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached

under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Google Maps HL Bishop

Map data ©2020 , Map data ©2020 20 ft

Miracle

Highlands County Sports Complex

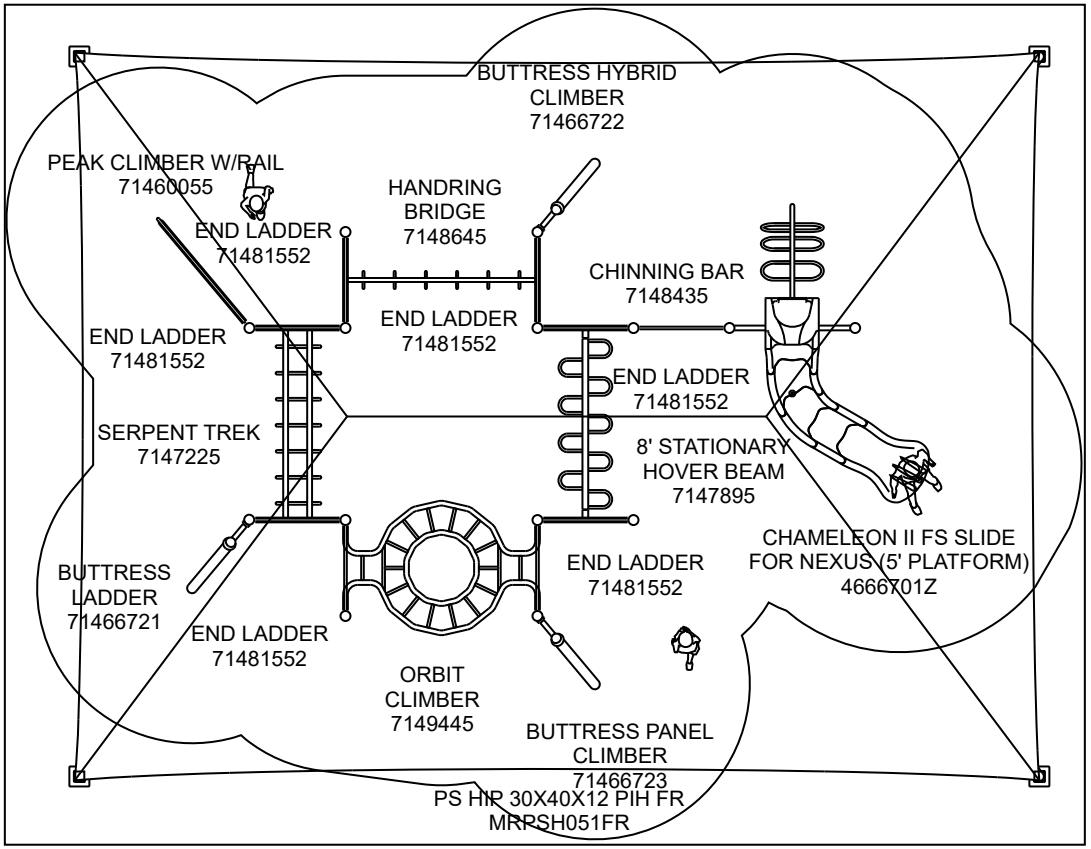
Highlands County Parks & Rec

Lake Placid, FL

Highlands County Sports Complex
Sebring , FL

AGE GROUP:	5-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	0		
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER:	0	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP:	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE:	3	REQ'D	0
GROUND LEVEL QUANTITY:	10	REQ'D	0

FOR KIDS AGES 5-12 YEARS



IPEMA CERTIFIED TO ASTM F1487
To verify product certification, visit www.ipema.org

Miracle

Miracle of South Florida - Connie Brown
Connieb@miracleofsouthflorida.com PHONE NO: (954) 520-4523
Fort Lauderdale,FL FAX NO: (954) 200-6828

GROUND SPACE: 41'-0" x 31'-0"

PROTECTIVE AREA: 45'-0" x 35'-0"

DRAWN BY: Jack Dzoba DATE: 3/5/2020

R0023_43898750172

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0023180062

Prepared For:

Larry Howard
Highlands County Parks and Rec
4320 George Blvd.
Sebring, FL 33875
(863) 446-3021 (phone)

Project Name & Location:

Highlands County Sports Complex

Prepared by:

Miracle of South Florida

Connie Brown
(954) 520-4523 (phone)
(954) 473-1964 (fax)
Connieb@miracleofsouthflorida.com

Quote Number: R0023180062
Quote Date: 3/9/2020
Valid For: 30 Days From Quote Date

FITNESS CULSTER AGES 5-12

Product line: KidsChoice

Part Number	Description	Qty	Weight	Unit Price	Total
Custom KC	KidsChoice 5-12 Dwg# R0023_43894450763	1	2,705.00	23,102.00	23,102.00

USA SHADE STRUCTURE

Product line: Play Shade

Part Number	Description	Qty	Weight	Unit Price	Total
MRPSH051FR	PLAY SHADE HIP 30X40X12 PIH FR	1	1,806.00	8,325.00	8,325.00

ADDITIONAL ITEMS

Part Number	Description	Qty	Weight	Unit Price	Total
Concrete Curb	6"x 6" Concrete Curb Perimeter Per LF	164	0.00	26.50	4,346.00
Drawings	Sealed Engineered Drawings	2	0.00	900.00	1,800.00
Excavation	Excavate and dispose of Sod/Soil	1575	0.00	1.75	2,756.25
Footings	Concrete Footings (Shade)	4	0.00	1,200.00	4,800.00
GC	GC Pull Permit (excludes permit fees)	1	0.00	950.00	950.00
Permit	Estimated Permit Fees	1	0.00	2,370.03	2,370.03
PIP	2" PIP 50/50 Rubber Surfacing per Sq. ft.	1575	0.00	12.00	18,900.00
Rock	4" min Rock Base Per SqFt	1575	0.00	3.00	4,725.00
Sidewalk	6'x 20' ADA Concrete Sidewalk Connection	1	0.00	1,500.00	1,500.00

Totals:

Equipment Weight:	4,511.00 lbs
Equipment List:	$31,427.00
Discount Amount:	-$3,003.26
Equipment Price:	$28,423.74
Freight:	$0.00
Installation:	$10,800.00
Additional Items Listed Above:	$42,147.28
SubTotal:	$81,371.02
Estimated Sales Tax*:	$0.00
Grand Total:	**$81,371.02**

Notes: Prices per Sourcewell (NJPA)# 030117-LTS. Prices do not include soil testing, drainage, landscape repair/replace, zoning, storage of materials, site security, site survey or any materials or services other than listed.

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0023180062 **Quote Date:** 3/9/2020 **Equipment:** $23,102.00 **Grand Total:** $81,371.02

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code.

Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

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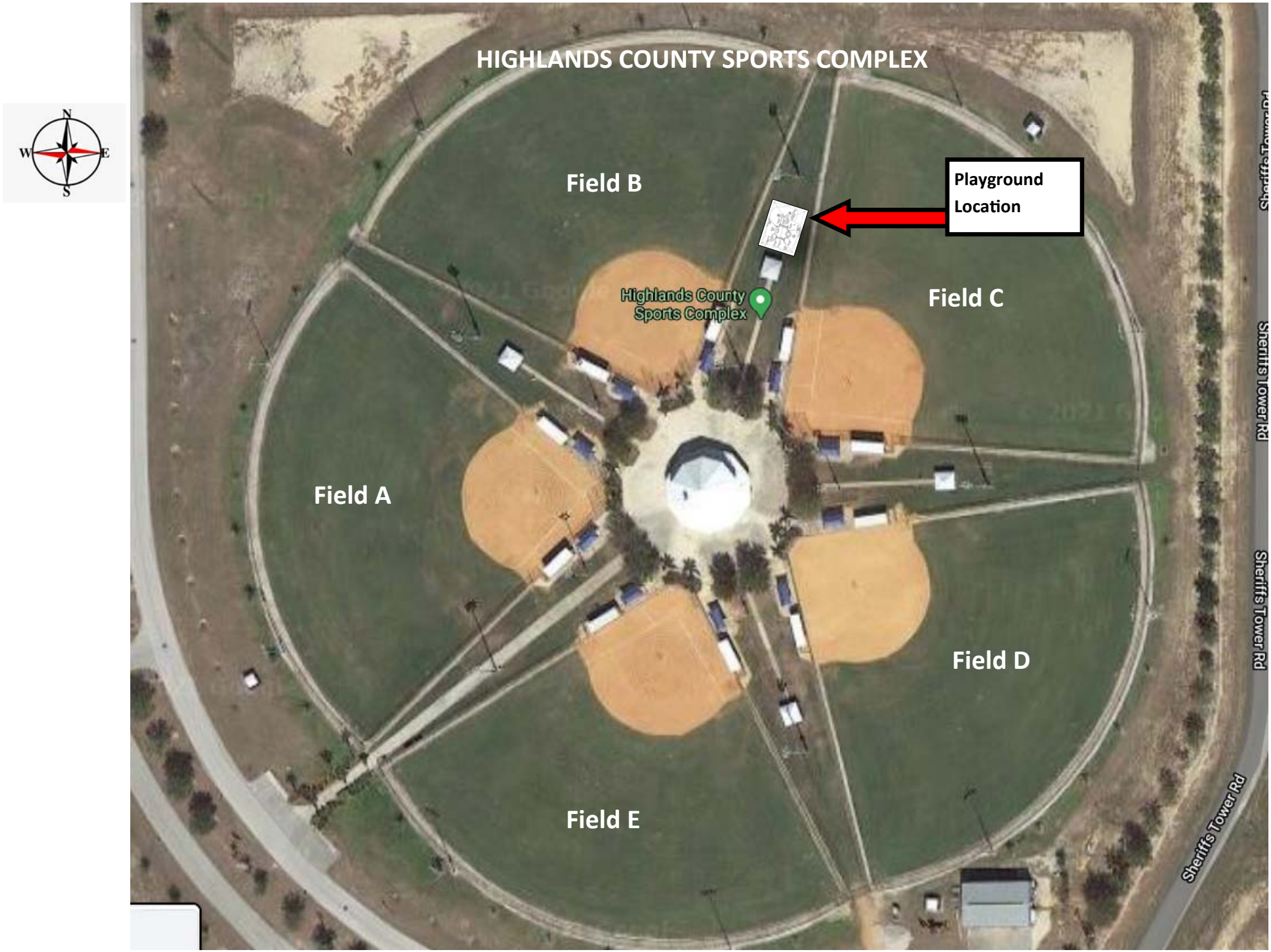
Rev E 021815


HIGHLANDS COUNTY SPORTS COMPLEX
Field B
Playground Location
Highlands County Sports Complex
Field C
Field A
Field D
Field E
Sheriffs Tower Rd
Sheriffs Tower Rd
Sheriffs Tower Rd

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-065 and Resolution to provide funds for the Length of Service Award Program (LOSAP).**

STATEMENT OF ISSUE

To appropriate funds in order to allocate funding for volunteer firefighter LOSAP and Fuel Stipend.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-065 and resolution to appropriate funds in order to allocate funding for volunteer firefighter LOSAP and Fuel Stipend.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 181 (Fire Assessments) in the amount of $41,300.

Attachments: 20-21-065 LOSAP_Fuel Stipened (BA).pdf
20-21-065R LOSAP_Fuel Stipend (RESOLUTION).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 15, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/11/2021** SUBMITTED BY: **Marc Bashoor**

FUND(S): **181** FUND TITLE(S): **Fire Assessments** COST CENTER(S) #: **3217**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Fire Assessments**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**181**		**3999100**	**Fund Balance Brought Forward**		**431,318.00**	**41,300.00**		**472,618.00**
E	**181**	**3217**	**51300**	**Other Salaries & Wages**		**40,000.00**		**10,000.00**	**30,000.00**
E	**181**	**3217**	**51300**	**Other Salaries & Wages**		**30,000.00**		**5,000.00**	**25,000.00**
E	**181**	**3217**	**53400**	**Contractual Services**		**201,156.50**	**51,300.00**		**252,456.50**
E	**181**	**3217**	**53400**	**Contractual Services**		**252,456.50**	**5,000.00**		**257,456.50**
									0.00
									0.00

REASON: **To bring additional Fund Balance Forward and reappropriate funds in order to allocate funding for volunter firefighter Length of Service Award (LOSAP and Fuel Stipend.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-065**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

XX ITEM TO ITEM
____ RESERVE
XX BY RESOLUTION
____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE FIRE ASSESSMENT FUND.

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Fire Assessment Fund; and

WHEREAS, additional funds must be brought forward to provide monies to cover LOSAP payments.

WHEREAS, the budget must be amended to allocate the funds for this purpose in the amount of $41,300.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_____day of_____, 2021 that budget amendment 20-21-065 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

ATTEST:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-068 and Resolution to provide funds for the purchase of equipment needed in the District.**

STATEMENT OF ISSUE

Due to the change in scope of Project 18032, it is necessary to remove the Fund 355 - HCFPIRN LTD Capital portion of Project 18032 and to appropriate additional Interest Earnings and Collections and bring additional Fund Balance Forward in order to expend the Fund balance for equipment needed in Highlands Lakes Special Tax District.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-068 and Resolution to allocate funding for the purchase of equipment needed in the District.

FISCAL IMPACT

The Fiscal Impact is an overall net Decrease of $30,430.03 to the FY20-21 Budget with a Decrease to Fund 355 in the amount of $49,649.00 and an Increase to Fund 113 in the amount of $19,218.97.

Attachments: 20-21-068 Project 18032 Highlands Lakes Equipment.pdf
20-21-068R Proj 18032 Highlands Lakes Equipment (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 23, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/23/2021** SUBMITTED BY: **OMB**

FUND(S): **355 / 113** FUND TITLE(S): **HCFPIRN LTD Capital / Highlands Lakes Special Tax District** COST CENTER(S) #: **2685 / 7988**

PROJECT(S) #: **18032** PROJECT TITLE(S): **Highlands Lakes Equipment** COST CENTER TITLE(S): **HCFPIRN LTD Capital Exps / Highlands Lakes Special Tax District**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fund Balance Forward	18032	49,649.00		49,649.00	0.00
E	355	2685	56200Z	Project Buildings	18032	49,649.00		49,649.00	0.00
E	113	7988	56200Z	Project Buildings	18032	127,502.56		127,502.56	0.00
E	113	7988	56400Z	Project Equipment	18032	0.00	127,502.56		127,502.56
R	113		3999100	Fund Balance Brought Forward		0.00	16,976.49		16,976.49
R	113		3611000	Interest Earnings		0.00	1,451.64		
R	113		3631200	Service Assessments		0.00	790.84		790.84
E	113	7988	56400Z	Project Equipment	18032	127,502.56	19,218.97		146,721.53

REASON: **To remove the Fund 355 portion of this project as the scope has changed and to set up additioanl interest earnings and collections and to bring Fund Balance Forward in order to expend the Fund Balance.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-068**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM
____ RESERVE
XX BY RESOLUTION
____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE HCFPIRN LTD CAPITAL AND HIGHLANDS LAKES SPECIAL TAX DISTRICT FUNDS

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provided that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the HCFPIRN LTD Capital and Highlands Lakes Special Tax District Funds; and

WHEREAS, it is necessary to remove the Fund 355 - HCFPIRN LTD Capital portion of Project 18032, as the scope of this project has changed for a net decrease to Fund 355 in the amount of $49,649.00; and

WHEREAS, it necessary to appropriate additional Interest Earnings and Collections and bring additional Fund Balance Forward in order to expend the Fund balance out.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-068 is hereby approved and authorized.

BOARD OF COUNTYCOMMISIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Clinton Howerton Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to Vacate of Easement – 5205 and 5217 Blaine Dr., Sebring, FL 33872**

STATEMENT OF ISSUE

Attached is a resolution to consider vacating a portion of Lots 3 and 4, Block 490, Sun N Lake Estates of Sebring, Unit 25, according to the plat thereof, as recorded in Plat Book 10, Page 47, of the Public Records of Highlands County, Florida and being more particularly described as follows:

The Easterly 7.5 Feet of Lot 3, Block 490, Sun 'N Lake Estates of Sebring Unit 25, according to the map or plat thereof as recorded in Plat Book 10, Page 47, Public Records of Highlands County, Florida. Less and except any portions of the Southerly rear 10 Feet utility and drainage easement. Parcel Identification Number: C-04-34-28-250-4900-0030.

And

The Westerly 7.5 Feet of Lot 4, Block 490, Sun 'N Lake Estates of Sebring Unit 25, according to the map or plat thereof as recorded in Plat Book 10, Page 47, of the Public Records of Highlands County, Florida. Less and except any portions of the Southerly rear 10 Feet utility and drainage easement. Parcel Identification Number: C-04-34-28-250-4900-0040

All utility companies, as well as the pertinent County departments, have been notified and have no objections. Juan O. DeJesus and Berta Tejon. have filed a petition to vacate that portion of the platted drainage and utility easement on Lots 3 and 4, Block 490, Sun N Lake Estates of Sebring, Unit 25, according to the plat thereof, as recorded in Plat Book 10, Page 47, of the Public Records of Highlands County, Florida.

The applicant's reason for vacating this portion of the easement is due to the applicant's desires to construct a new home and existing easement runs down the middle of the proposed two lots to be used for construction.

RECOMMENDED ACTION

Move to approve the attached resolution to vacate a portion of the existing drainage and utility easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public in and to the easement and any lands in connection therewith.

FISCAL IMPACT

No Fiscal Impact.

Attachments: 5205 & 5217 Blaine Dr - VOE Agenda Packet.pdf

RESOLUTION NO.: 20-21-80

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF AN EASEMENT ON BLAINE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Florida Statues, Section 336.09, Highlands County is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof; and

WHEREAS, the County has received a Petition, attached as **Exhibit "A"**, from Juan O. DeJesus and Berta Tejon, requesting that Highlands County vacate the easement described herein and renounce and disclaim the rights of the County and of the public in and to the easement and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners; and

WHEREAS, Florida Statutes, Section 336.09 requires that the County adopt a resolution declaring the time and place that it will hold a public hearing for the purpose of considering the requested vacation of easement.

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. Notice of Public Hearing to Consider Vacation of Easement. A public hearing shall be held on **Tuesday, April 6, 2021, at 9:00 a.m.**, or as soon thereafter as possible, for the Highlands County Board of County Commissioners to consider the request to vacate the easement described as follows:

The Easterly 7.5 Feet of Lot 3, Block 490, Sun 'N Lake Estates of Sebring Unit 25, according to the map or plat thereof as recorded in Plat Book 10, Page 47, Public Records of Highlands County, Florida. Less and except any portions of the Southerly rear 10 Feet utility and drainage easement.
Parcel Identification Number: C-04-34-28-250-4900-0030.

And

The Westerly 7.5 Feet of Lot 4, Block 490, Sun 'N Lake Estates of Sebring Unit 25, according to the map or plat thereof as recorded in Plat Book 10, Page 47, of the Public Records of Highlands County, Florida. Less and except any portions of the Southerly rear 10 Feet utility and drainage easement.
Parcel Identification Number: C-04-34-28-250-4900-0040

SITE ADDRESS: 5205 and 5217 Blaine Dr, Sebring, FL 33872

SECTION 3. Implementing 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 vacation of Alderman Drive, 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 _____, 2021.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Courts

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: Juan O. DeJesus and Berta Tejon
520 Dozier Ave.
Sebring, Florida 33870

This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

See attachment "A"

The petition is being requested for the following reason:
We would like to vacate the easements so we can do a Unity of Title on the two lots and build a home.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Juan O. DeJesus Berta Tejon

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

ATTACHMENT "A"

LEGAL DESCRIPTION OF EASEMENT:

THE EASTERLY 7.5 FEET OF LOT 3, BLOCK 490, SUN'N LAKE ESTATES OF SEBRING UNIT 25, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 47, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTIONS OF THE SOUTHERLY REAR 10 FEET UTILITY AND DRAINAGE EASEMENT.
PARCEL IDENTIFICATION NUMBER: C-04-34-28-250-4900-0030

LEGAL DESCRIPTION OF EASEMENT:

THE WESTERLY 7.5 FEET OF LOT 4, BLOCK 490, SUN 'N LAKE ESTATES OF SEBRING, UNIT 25, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 47, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTIONS OF THE SOUTHERLY REAR 10 FEET UTILITY AND DRAINAGE EASEMENT.
PARCEL IDENTIFICATION NUMBER: C-04-34-28-250-4900-0040

ADDRESSES: 5205 AND 5217 BLAINE DRIVE

Highlands County Engineering Department

Reference Map

VACTION OF THE EASTERLY 7.5 FEET OF LOT 3, BLOCK 490, SUN'N LAKE ESTATES OF SEBRING, UNIT 25, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 47, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTIONS OF THE SOUTHERLY REAR 10 FEET UTILITY AND DRAINAGE EASEMENT.

AND

VACTION OF THE WESTERLY 7.5 FEET OF LOT 4, BLOCK 490, SUN'N LAKE ESTATES OF SEBRING, UNIT 25, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 47, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTIONS OF THE SOUTHERLY REAR 10 FEET UTILITY AND DRAINAGE EASEMENT.

For Reference Only - Not A Boundary Survey

Map Created: 2/18/2021

Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 60 feet

G:\Vacate Easements\2021\5205 & 5217 BLAINE DR - DEJESUS\Maps\De Jesus Easement Vacation.mxd Date Saved: 2/18/2021 bdorey

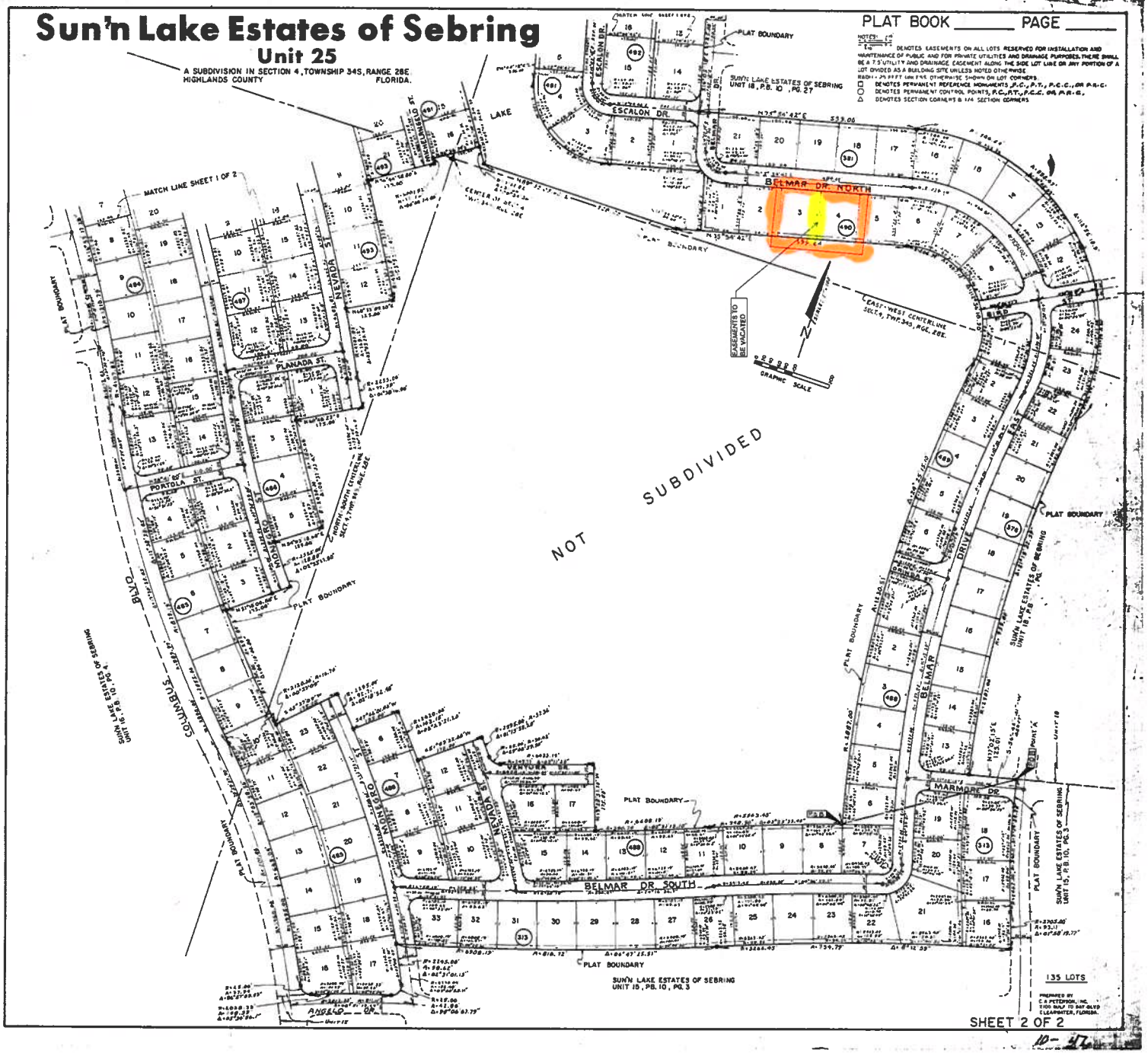
PLAT BK. 10, PG. 47
Sheet 2 of 2 Sheets

Sun'n Lake Estates of Sebring

Unit 25

A SUBDIVISION IN SECTION 4, TOWNSHIP 34S, RANGE 28E
HIGHLANDS COUNTY FLORIDA.

PLAT BOOK _____ PAGE _____



10-47

PLAT BK 10 PG 47
Sheet 1 of 2 Sheets

Sun'n Lake Estates of Sebring

Unit 25

A SUBDIVISION IN SECTION 4, TOWNSHIP 34S, RANGE 28E
HIGHLANDS COUNTY FLORIDA.

311753

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 34S, RANGE 28E, HIGHLANDS COUNTY, FLORIDA; RUN THENCE ALONG THE SOUTH LINE OF SAID SECTION 10, S89°29'18"E, 2594.60 FEET; THENCE N00°14'08"E, 1320.10 FEET; THENCE N89°28'40"E, 1619.91 FEET; THENCE N00°02'08"W, 1618.58 FEET; THENCE S71°58'08"W, 410.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE LEFT HAVING A RADIUS OF 2025.00 FEET, THRU A CENTRAL ANGLE OF 10°00'00", FOR AN ARC DISTANCE OF 1058.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1720.00 FEET, THRU A CENTRAL ANGLE OF 20°39'30" FOR AN ARC DISTANCE OF 637.74 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1080.00 FEET, THRU A CENTRAL ANGLE OF 09°00'00" FOR AN ARC DISTANCE OF 169.65 FEET; THENCE S71°58'08"W, 1000.00 FEET FOR A POINT OF BEGINNING ALSO CALLED POINT "A"; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2960.00 FEET, THRU A CENTRAL ANGLE OF 07°44'04.58", FOR AN ARC DISTANCE OF 399.51 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2700.00 FEET, THRU A CENTRAL ANGLE OF 07°44'04.58", FOR AN ARC DISTANCE OF 364.51 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2240.46 FEET, THRU A CENTRAL ANGLE OF 08°58'39", FOR AN ARC DISTANCE OF 351.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2700.00 FEET, THRU A CENTRAL ANGLE OF 08°58'39", FOR AN ARC DISTANCE OF 423.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2700.00 FEET, THRU A CENTRAL ANGLE OF 09°00'00", FOR AN ARC DISTANCE OF 424.12 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2240.46 FEET, THRU A CENTRAL ANGLE OF 08°58'39", FOR AN ARC DISTANCE OF 351.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Sarah Albritton, Capital Project Manager**

SUBJECT/TITLE: **Request approval of the purchase of property located at 7301 Haywood Taylor Blvd, Sebring, Florida, along with Budget Amendment 20-21-070 and Resolution.**

STATEMENT OF ISSUE

The Board of Commissioners agreed during the March 16th Board meeting to move forward with the purchase of the property located at 7301 Hayward Taylor Blvd., Sebring, FL for future development of Highlands County government. Several surveys and appraisals have been performed and the County prepared an offer of $650,000 for the 34.61 acres. The funding required for the purchase of this tract will come from Fund 151 (Infrastructure Surtax) from excess budgeted funds for two (2) completed projects: 19038 Annex Roof Replacement ($135,315.49) and 19039 Gov't Center Roof Replacement ($338,015.26), totaling $473,330.75. In addition, $181,169.25 will be brought forward from Fund Balance to complete the necessary funding which includes some nominal costs for surveys, appraisals, and project manager time.

RECOMMENDED ACTION

Move to approve Contract, Budget Amendment and Resolution needed to purchase property located at 7301 Haywood Taylor Blvd., Sebring, FL.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $181,169.25, the additional funding necessary from Fund Balance Brought Forward.

Attachments: RPPA 7301 Haywood Taylor Blvd.pdf
20-21-070 Proj 20047 Haywood Taylor Blvd Purchase (BA).pdf
20-21-070R Proj 20047 Haywood Taylor Blvd Purchase (Resolution).pdf

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between Southern Salvage, Inc., a Florida corporation, 516 4th Street, Fort Meade, Florida 33841, hereinafter collectively referred to as "SELLER" and Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUTY".

W I T N E S S E T H:

For and in consideration of the mutual covenants and conditions contained herein, SELLER hereby agrees to sell, and the COUNTY hereby agrees to purchase, a fee simple interest in the property described hereafter upon the following terms and conditions:

1. PROPERTY.

The real property which is the subject of this Agreement is located at 7301 Haywood Taylor Boulevard, Sebring, Florida 33876, has been assigned Parcel Identification Number C-07-35-30-A00-0040-0000 by the Highlands County Property Appraiser and is more particularly described as set forth in **Exhibit "A"**, attached hereto (Property).

2. PURCHASE PRICE AND EXPENSES.

A. At closing the COUNTY shall remit the amount of Six Hundred Fifty Thousand and 00/100 Dollars ($650,000.00) to SELLER for the purchase of the Property. The aforementioned amount includes all compensation due to SELLER.

B. Closing cost including title insurance and all recording fees and costs shall be paid by the SELLER.

3. CONDITIONS AND LIMITATIONS.

A. It is mutually understood that this Purchase Agreement is subject to final COUNTY acceptance. Final COUNTY acceptance shall be evidenced by the signature of the Chairman of the Board of County Commissioners 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 COUNTY specifically appoints the County Attorney and/or County Administrator to execute, on its behalf, all documents necessary to complete this transaction, including but not limited to, any further documentation as referenced hereinafter.

4. REPRESENTATION AND WARRANTIES OF SELLER.

SELLER represents and warrants (which warranties shall survive the closing hereunder) to the COUNTY that:

A. From and after the Effective Date, SELLER 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 Property or COUNTY'S rights under this Agreement.

B. SELLER 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 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 SELLER have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Property.

C. SELLER is in full compliance with requirements of all governmental authorities with respect to the Property and this Agreement. SELLER has not received any notices from any city, county, state or other governmental authority or other person or entity regarding violations existing on the Property.

D. COUNTY has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.

E. SELLER warrants that there are no tenants, or any other occupant of the Property, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to COUNTY by SELLER free of rights or claims of any tenants, occupants or parties in possession which are unknown to COUNTY.

F. SELLER 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 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 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 Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. 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 Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the 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 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 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 Property.

G. SELLER has received no notice, and has no knowledge, of any existing or pending special assessments affecting the 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 Property, or which would impair or otherwise adversely affect this Agreement, SELLER'S performance hereunder and/or the COUNTY'S intended use of the Property.

I. SELLER has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.

J. SELLER has not made any commitments to any 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 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 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 SELLER, 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, compliance with the terms and conditions of this Agreement, nor consummation of the sale, by SELLER, constitute or will constitute a violation or breach of any agreement or other instrument to which SELLER is a party, to which SELLER is subject or by which SELLER is bound. The statements and representations of SELLER set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing.

N. SELLER warrants that there are no facts known to the SELLER which materially affect the value of the Property, which are not readily observable by the COUNTY or which have not been disclosed to the COUNTY.

O. If, after the Effective Date, any event occurs or condition exists of which SELLER has knowledge or about which SELLER receives information which renders any of the representations contained herein untrue or misleading, SELLER shall promptly notify COUNTY in writing and COUNTY shall thereafter have the option to terminate this Agreement prior to closing. In such an event all payments made by COUNTY to SELLER shall remain the sole property of SELLER, this Agreement shall be deemed null and void and COUNTY and SELLER shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

5. INVESTIGATIONS AND INSPECTIONS OF PROPERTY.

A. COUNTY and its architects, engineers and/or other agents shall have a period of forty-five (45) days following the Effective Date of this Agreement (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, including those matters disclosed by any survey, as well as such other matters as shall be deemed by the COUNTY to be necessary in order for the COUNTY to evaluate the Property and determine the feasibility of the COUNTY'S purchase of same. For such purpose, SELLER hereby grants to COUNTY and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. Any such investigations and/or inspections shall be done at the COUNTY'S expense except for those reports, analyses, and the like, referred to in sub-paragraph (B) hereof.

B. SELLER shall provide to COUNTY, at no cost to COUNTY, copies of all reports and analyses that SELLER may have obtained, or been provided, at any time, regarding any portion of the Property prior to the Effective Date. COUNTY acknowledges that it will return same to SELLER in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated for any reason.

6. SURVEY.

COUNTY may have the 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 SELLER prior to the expiration of the Inspection Period, whereupon this Agreement shall terminate as provided for herein.

7. UNACCEPTABILITY OF INSPECTIONS.

In the event that the results of the inspections, investigations, reviews and/or feasibility studies are, in the COUNTY'S sole opinion and within the COUNTY'S sole discretion, unacceptable to COUNTY for any reason whatsoever, and COUNTY so notifies SELLER of that fact on or before the expiration of the Inspection Period provided for herein, then at COUNTY'S option and upon COUNTY'S request, COUNTY may terminate the Agreement. If the Agreement is terminated by COUNTY, it shall be rendered, null and void, and be of no further force and effect and all parties hereof shall thereupon be relieved and absolved of any other further liabilities or obligations whatsoever to each other hereunder, except with respect to the liabilities or obligations hereunder which are expressly stated to survive the termination of this Agreement. In the event COUNTY does not terminate this Agreement during the Inspection Period, COUNTY shall be deemed to have agreed to purchase the Property subject to any matters disclosed by the investigations and/or inspections of the Property obtained by COUNTY.

8. OCCUPANCY.

SELLER shall deliver occupancy of the Property to COUNTY at the time of closing.

9. DISCLOSURE.

In the event the subject property is held by SELLER in a representative capacity as stated in Florida Statutes, Section 286.23, SELLER must comply with all requirements set forth therein. SELLER accepts this provision as the notice required by Florida Statutes, Section 286.23, acknowledging that its disclosure must be made under oath, subject to the penalties for perjury and hereby waives its right to receive notice by registered mail.

10. WAIVER OF CONFIDENTIALITY.

The parties to this Agreement hereby waive and forego the procedures of Florida Statutes, Section 125.355 and, by doing so, also waive the confidentiality of the documents set forth in said statute. This Agreement does not constitute an "option contract" within the meaning of said statute.

11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, 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, and any such prior Agreements or understandings shall have no force or effect whatsoever on this Agreement.

12. DEFAULT AND REMEDIES.

A. Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be entitled to declare the other party in default unless they have first given the other party ten (10) days written notice of such default and the other party has failed to cure such default within said ten (10) day period.

B. If for any reason, other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, the COUNTY may seek specific performance.

13. NOTICES.

Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to SELLER: Southern Salvage, Inc.
516 4th Street
Fort Meade, Florida 33841

or such other addresses as SELLER may hereinafter designate by written notice to COUNTY. Any notice to be served on COUNTY shall be addressed as follows:

If to COUNTY: Highlands County
Attn: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

14. FURTHER DOCUMENTATION.

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. The cost associated with providing and/or recording any such document and/or instruments shall be paid by the party obligated to provide same.

15. ATTORNEYS' FEES

Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

16. MISCELLANEOUS.

A. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby

precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.

B. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

C. The parties hereto stipulate and agree that the venue of any litigation arising hereunder shall be in the Florida Circuit Court for Highlands County.

D. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.

17. RADON GAS.

Pursuant to the provisions of Section 404.056(5), Florida Statutes, SELLER hereby notifies COUNTY as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

18. OFFER, ACCEPTANCE AND CLOSING.

In the event this Agreement is not executed by COUNTY and delivered to SELLER or the fact of execution by COUNTY communicated in writing to SELLER on or before the 30th day following the date of execution of this Agreement by SELLER, then this Agreement shall be null and void and of no further force and effect. This Agreement shall be closed with the easement instrument and possession delivered within Sixty (60) days after the end of the Inspection Period. If this transaction does not close for any reason, COUNTY will immediately return all SELLER provided title evidence, surveys and other items.

19. JOINT AUTHORSHIP.

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.

Signatures on the following page

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the 17th day of March, 2021.

SELLER:
SOUTHERN SALVAGE, INC.

Barney Cook

Print: Barney Cook

Title: Owner

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Barney Cook, by Logan Bostick, as owner, of Southern Salvage, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 17th day of March, 2021.

Logan Bostick

(stamp) NOTARY PUBLIC, State of Florida

LOGAN BOSTICK
Notary Public - State of Florida
Commission # GG 211800
My Comm. Expires Aug 23, 2022
Bonded through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Print Name: Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 24, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS
(Transfers over $5,000 require Board approval)

DATE: **3/23/2021** SUBMITTED BY: **Sarah Albritton**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **2672A**

PROJECT(S) #: **19038, 19039, 20047** PROJECT TITLE(S): **Annex Roof Rplc, Gov Ctr Roof Rplc, Haywood Taylor Blvd Purchase** COST CENTER TITLE(S): **Facilities Management 151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Forward	19038	140,853.20		135,315.49	5,537.71
E	151	2672A	56200Z	Project Buildings	19038	245,782.20		135,315.49	110,466.71
R	151		3999100Z	Project Fund Balance Forward	19039	302,555.92		302,555.92	0.00
R	151		3999110Z	Project Encumbrance Forward	19039	155,681.00		35,459.34	120,221.66
E	151	2672A	56200Z	Project Buildings	19039	458,236.92		338,015.26	120,221.66
R	151		3999100Z	Project Fund Balance Forward	20047	0.00	473,330.75		473,330.75
E	151	2672A	56200Z	Project Buildings	20047	0.00	473,330.75		473,330.75
R	151		3999100	Fund Balance Brought Forward		512,741.88	181,169.25		693,911.13
E	151	2672A	56200Z	Project Buildings	20047	473,330.75	181,169.25		654,500.00

REASON: **To Close out Projects 19038 - Annex Roof Replacement & 19039 - Govt Center Roof Replacement projects and transfer those balances to set up Project 20047 - Haywood Taylor Blvd Purchase and to bring additional Fund Balance Brought Forward for the difference to purchase the property identified as 7301 Haywood Taylor Blvd, Sebring, FL.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 20-21-070

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XXX BY RESOLUTION
_____ SUPPLEMENTAL BUDGET

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE INFRASTRUCTURE SURTAX FUND.

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Infrastructure Surtax Fund; and

WHEREAS, it is necessary to Close out Project 19038 - Annex Roof Replacement & 19039 - Govt Center Roof Replacement Projects in amounts of $135,315.49 and $338,015.26, respectively, and transfer those balances to set up Project 20047 - Haywood Taylor Blvd Purchase totaling $473,330.75; and

WHEREAS, it is necessary to bring additional Fund Balance Forward to account for the difference needed which is an increase to the overall budget in the amount of $181,169.25.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-070 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

ATTEST:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 04/06/2021

PRESENTER: **Liz Barber, Legislative Affairs & Grants Coordinator**

SUBJECT/TITLE: **Request for approval and signature on legislative letters for the following topics:**

1) Letter of opposition for Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions;
2) Letter of opposition for Senate Bill 750- Impact Fees; and
3) Letter of support for current funding levels for the SCOP and SCRAP programs during State appropriations.

STATEMENT OF ISSUE

This year's legislative session has been extremely busy and productive, with an unprecedented number of bills introduced. However, a handful of these bills have been flagged by associations that represent county government as potentially harmful to the way we do business, or fiscally negative for our county.

Highlands County has recently been contacted by the Florida Association of Counties (FAC) and the Small County Coalition (SCC) asking us to act quickly to respond to the State legislators and our legislative delegation to protect against these harmful bills and to promote funding where it's needed.

The following 3 topics are being presented, with the request that the Board Chair would have the authority to sign the letter of opposition or support. We will also request the assistance of Legal to draft and review the letters to the legislation. Each request is broken down separately below in detail.

1) Letter of opposition for Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions;
2) Letter of opposition for Senate Bill 750- Impact Fees; and
3) Letter of support for current funding levels for the SCOP and SCRAP programs during State appropriations.

1) SENATE BILL 1924:
Florida Association of Counties (FAC) has requested the county's assistance in opposing Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions, as introduced by Senator Manny Diaz (Dist. 36, Miami-Dade County). This legislation is a direct assault on local home rule powers (by allowing the Legislature or the Governor to invalidate local emergency orders) and develops a potentially harmful legislative precedent that could be implemented beyond the scope of local emergency management. This legislation could also potentially expose local governments to significantly increased litigation.

This bill would provide the Governor and/or the Legislature (by concurrent resolution) with the power and authority to invalidate an order, an ordinance, a proclamation, a rule, or any other measure issued by a political subdivision to

address a purported emergency if they determine that such order unnecessarily restricts a constitutional right, fundamental liberty, or statutory right of a citizen.

The bill also provides that all local emergency orders would expire after 10 days, however the order could be extended before its expiration by a majority vote of the governing body. Upon expiration of the order, a substantially similar order cannot be adopted during the same emergency.

Letters will be sent to the senate bill sponsor, Sen. Manny Diaz; the Chair and Vice Chair of the next committee stop (Senate Military and Veterans Affairs, Space, and Domestic Security) Sen. Tom Wright and Sen. Gayle Harrell; and our local senate delegation, Sen. Ben Albritton.

2) SENATE BILL 750:
Florida Association of Counties (FAC) requested the county's assistance in opposing Senate Bill 750- Impact Fees, as introduced by Senator Joe Gruters (Sarasota & Charlotte counties).

SB 750 will narrow the definition of infrastructure that may be bought with impact fees. Thus, under the bill, impact fees could no longer be used to support our law enforcement and first responders by limiting the purchase of: law enforcement vehicles and equipment; fire trucks and equipment; and emergency medical service vehicles and equipment.

In addition, SB 750 expands the requirement to provide dollar-for-dollar credits without regard to the type of facility or impact fee. This bill would require credits for facilities the developer chooses to build for the market benefit of the development that do not offset the need for improved facilities to serve the larger community. This may result in offsetting impact fees for contributions of unrelated facilities - i.e., contribution of a school would be offset against transportation impact fees if no school impact fee is in place.

Letters will be sent to the members of the Florida Senate Finance & Tax Committee, which is the next committee stop for this bill. We will also send a letter to our local senate delegation, Sen. Ben Albritton.

3) SCOP & SCRAP:
Small County Coalition (SCC) requested the county's assistance by expressing commitment to support SCOP and SCRAP funding at current levels in the State's appropriations bill. Small County Outreach Program (SCOP) and Small County Road Assistance Program (SCRAP) programs are funded through the appropriations process.

SCOP and SCRAP programs are funded through appropriations, with the grant awarding process operating through the Florida Department of Transportation. As a fiscally constrained county, Highlands relies on these appropriations for the SCOP and SCRAP programs to maintain safe roadways for our residents, tourists, and community.

The SCOP program assists with repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads, or constructing capacity safety improvements on county roads. The SCRAP program assists small county governments in resurfacing and reconstructing county roads.

Letters will be drafted for our legislative delegation, to include Senator Albritton and State Rep. Tuck.

RECOMMENDED ACTION

Move to approve county support and signature on legislative letters for the following topics:

1) Letter of opposition for Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions;
2) Letter of opposition for Senate Bill 750- Impact Fees; and
3) Letter of support for current funding levels for the SCOP and SCRAP programs during State appropriations.

FISCAL IMPACT

1) Senate Bill 1924- Limitations on Emergency Powers of Political Subdivisions has an undetermined fiscal impact;
2) Senate Bill 750- Impact Fees has unknown fiscal impact; and
3) Reduction in SCOP and SCRAP program funding would have an undetermined negative fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER:	**Clinton Howerton, County Engineer** **Leah Sauls, Development Services Director** **Melony Culpepper, Planning Supervisor**
SUBJECT/TITLE:	**Presentation on Traffic Studies for Comprehensive Plan Amendments**

STATEMENT OF ISSUE

Presentation on Traffic Studies for Comprehensive Plan Amendments.

RECOMMENDED ACTION

Not Applicable.

FISCAL IMPACT

No fiscal impact.

Attachments: Comp Plan Traffic Studies Presentation.pdf

HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN

LARGE SCALE COMPREHENSIVE PLAN AMENDMENT

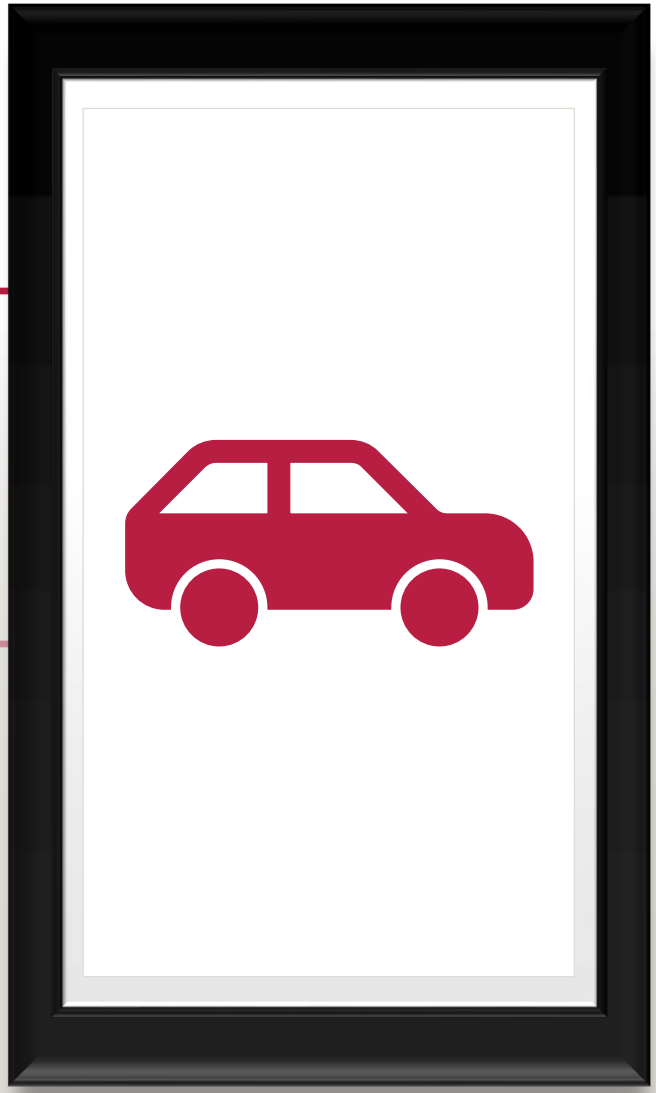
TRAFFIC STUDIES

REASONS FOR TRAFFIC STUDIES

- PLANNING TOOL
- ROADWAY LEVEL OF SERVICE

OBJECTIVES OF TRANSPORTATION REVIEW

- INTENSITY PRECEDENT
- LONG-TERM BUILDOUT
- PROJECTED ROADWAY LEVEL OF SERVICE
- CORRIDOR ALIGNMENT
- LONG RANGE TRANSPORTATION PLAN NEEDS CONSISTENCY
- FINANCIALLY SECURE
- RIGHT-OF-WAY PRESERVATION



CURRENT LEVEL OF SERVICE

- No Failing Roads
- All Roads D or Above

RECENT LARGE SCALE COMP PLAN AMENDMENTS

- CPA-17-548LS Keystone Bear Hollow
- CPA-18-555LS Black Bear Citrus
- CPA-19-564LS Kahn Citrus
- CPA-20-568LS Morton Properties
- CPA-20-570LS Gapway Groves
- CPA-20-574LS Whittington Trust

LS COMP PLAN TRAFFIC STUDIES REQUIRED

- Lake Placid Groves
- Bluehead Ranch
- Westby

OTHER COUNTIES

- Polk
- Flagler
- Nassau
- Walton

DEVELOPER COMMENTS

- Over-regulatory
- Duplication of Efforts

LESS BUREAUCRACY

- Streamline Process
- Avoid Over-regulation
- Avoid Duplication of Efforts

DEVELOPMENT PROCESS

- Comp Plan Amendment
- Zoning Change
- Concurrency
- Preliminary Plat or Site Plan
- Improvement Plan or Final Site Plan
- Final Plat

PLAN UPDATES

- ROADWAY NETWORK DATABASE (RND)
- LONG RANGE TRANSPORTATION PLAN (LRTP)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 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 26, 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

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 5	Clinton Howerton	Solid Waste Contract - Review and Amend	Amendment being drafted. Resolution adopted re: tipping fees
2	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS/under review
3	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Under review
4	Priority 4	Randy Vosburg	Review and revise Trespassing Policy	Assigned – MR-draft prepared
5	Priority 2	Board	M-CORES/Broadband Resolution	Pending
6	Priority 4	Mike McMillian	Review Natural Resources Advisory Commission Resolution regarding meetings	Assigned-SS/draft resolution prepared
7	Priority 7	Jonathan Harrison	Review question regarding roadway maintenance	Assigned-SS/meeting set 4/6/21
8	Priority 4	Rachel Barry	Review revisions to Lien Satisfaction Policy	Assigned-SS/Under review
9	Priority 7	Ginger Svendsen	Review Interlocal Agreement with the School Board	Assigned-MR/under review
10	Priority 4	Melony Culpepper	Review draft Ordinance CPA-21-583SS	Assigned-SS/due 4/29/21
11	Priority 4	Rebecca Cable	Review revisions to Personnel Manual	Assigned-MR/Under review
12	Priority 4	Marc Bashoor	Review Fire Assessment Resolution	Assigned – SS/Under review
13	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
14	Priority 8	Christine Davis	Review FDOTs comments and revisions – ITB 21-003	Assigned-MR-Under review
15		Dawn Ritter	Review e-mail regarding Sunshine Law Question	

16	Priority 2	Clinton Howerton	Review e-mail regarding Lemon Street Utility/Access Easements	Assigned SS/Under review
17	Priority 4	Ginger Svendsen	Review Building Use Rules revisions	
18	Priority 8	Jennifer Willis	Review e-mail regarding Petition for vacation of road	
19	Priority 8	Clinton Howerton	Prepare Deed re: property on Kenilworth	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: April 6, 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 30th, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 4.6.2021.pdf
Status - Project Updates (FINAL) 4.6.2021.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. Next hospital district meeting is scheduled for May 27 at 1:15 pm.	27-May
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	18-May-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. Geofence marketed around Sebring 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:

PRESENTER:

SUBJECT/TITLE: **Board payables from March 17 through April 6, 2021**

Attachments: