HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Friday, April 23, 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 2020 Value Adjustment Board will meeting for the Hearing of Petitions by Special Magistrate at 9:30 a.m. on Friday, April 23, 2021 in the Clerk's Government Conference Room, 590 S. Commerce Ave. (2nd Floor), Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing April 23, 2021 as "Highlands County Centennial Day" in honor or the 100th anniversary of the establishment of Highlands County, Florida.*
Commissioner Scott Kirouac
Highlands County Centennial. ADA version.docx

6.B *Request approval of a Proclamation recognizing May 2021, as "Historic Preservation Month" in Highlands County.*
Sandra S. Vázquez, Planner I
Highlands County Historic Preservation Month Proclamation 2021

6.C *Presentation by Mr. Scott MacBeth of a historical piece he created detailing the Postal History of Highlands County to be donated and displayed at the Sebring Historical Society*
Mr. Scott MacBeth

6.D *COVID Update*
Tosh Reiss, Emergency Management Manager
No fiscal impact

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to accept the Sebring Airport Authority Annual Financial Statements and Auditor's Report for Fiscal Year Ending (FYE) September 30, 2020 into record*
Tanya Cannady, Business Services Director
There is no fiscal impact to accepting the Sebring Airport Authority's Financial Statements and Auditor's Report into the record.
2020 Letter of Annual Activity 4.23.21.pdf
2020 Audited Financial Statements - SAA (1) 4.23.21.pdf
2020 Audited Financial Statements - CRA 4.23.21.pdf

8.B *Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit as cited in their second amended Holidays for 2021, to include the addition of the New Year's Eve holiday, and less the observances of the Rosh Hashanah and Yom Kippur holidays.*
Randy Vosburg, County Administrator
2021 Holiday Schedule- 2nd Amended.pdf
Board Policy 604 Holidays.pdf

8.C *Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Windy Point Park Fishing Tournament Facility Improvements.*
Leah Sauls, Development Services Director
The fiscal impact will be an increase to Fund 152 (Tourist Development) not to exceed $10,669 and will be appropriated in cost center 5306 (Tourist Dev - Lakes) when received.
2020 Award Notification - Highlands County.pdf
20148 Highlands County - Agreement -bee.pdf
20148 Highlands County - Attachment A - SOW FBIP.pdf
20148 Highlands County - Attachment B - Requirements of the Federal and Florida SAA.pdf
20148 Highlands County - Attachment C - Monitoring Guidelines.pdf
20148 Highlands County - Attachment D - Cost Reimbursement Requirements.pdf
20148 Highlands County - Attachment E - Performance Tracking and Reporting Forms.xlsx

8.D *Request to approve site dedication of Windy Point Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of the dedication and execution of the FWC Florida Boating Improvement Grant contract for Istokpoga Park Fishing Tournament Facility Improvements.*
Leah Sauls, Development Services Director
No Fiscal Impact
20148 Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form).docx
20148 Highlands County - Attachment A - SOW FBIP.pdf

8.E *Request approval of two Agreements between Clarke Pest Control Services, Inc. and Highlands County Board of County Commissioners; and between TWQ, LLC and*

Highlands County Board of County Commissioners.
Richard Fleeger, Parks & Facilities Management Superintendent
No Fiscal Impact. Pest Control Services were budgeted for FY 2020-2021.
21-002 Agreement Clarke.pdf
21-002 Agreement TWQ LLC-031121.pdf
21-002 Contract Summary Information.doc
Pest Control Award.pdf

8.F *Request to approve and award Request for Proposal (RFP) 20-024 Continuing Services Library for Category 6 Construction Engineering & Inspection Services (CEI) and approve Chair to execute agreements between Highlands County and seven (7) 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 Category 6 Agreements.pdf

8.G *Request to approve and execute the Real Property Purchase Agreement with Mr. Sherley, as Trustee of the Martha Sherley Family Trust, pertaining to the acquisition of real property from three (3) parcels for additional Goff Rd Right-Of-Way.*
Clinton Howerton, Jr., P.E., County Engineer and Jonathan Harrison, Road & Bridge Director
The funding for this land purchase was previously set aside through Budget Amendment No. 20-21-013; therefore, there is no fiscal impact.
Goff Rd Agmt_Agenda Packet.pdf

8.H *Request approval of Budget Amendment 20-21-072 adding excess funds to Project 20050 from Shop Oil Room Roof Repair.*
Jonathan Harrison, Road and Bridge Director
There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget. This budget amendment is merely assigning a project # to the funds adopted by the Board in the FY 20/21 CFS with the addition of excess funds in the amount of $11,000 from a previously completed project, increasing the revised project total to $71,000.
20-21-072 Project 20050 Unit 3 Restrooms & Roof Replc (BA).pdf

8.I *Request approval Budget Amendment 20-20-073 and corresponding Resolution to bring fund balance forward for the Set-a-Side Funds for Capital Outlay <$25K*
David Nitz, OMB Manager
The Fiscal Impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $50,000.00.
20-21-073 Setaside Funds - Capital Outlay $25K (BA).pdf
20-21-073R Setaside Funds Capital Outlay $25K (Resolution).pdf

8.J *Request acceptance of Residential Substance Abuse Treatment (RSAT) Program grant award and approval of Budget Amendment 20-21-074 and corresponding Resolution.*
Paul Blackman, Sheriff
There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budgeted funds.

A match of funds by the Board in the amount of $27,500 was approved in the FY 20-21 adopted budget.
20-21-074 Project 20051 RSAT 20-21 (BA).pdf
20-21-074R Project 20051 RSAT 20-21.pdf
2021-RSAT-HIGH-1-H7-005 FUNDING APPLICATION.pdf
2021-RSAT-HIGH-1-H7-005 SIGNATURE PAGES.pdf

8.K *Request approval of Budget Amendment 20-21-075 to realign funds between accounts in accordance with Governmental Accounting Standards*
Sherry Sutphen, County Attorney
David Nitz, OMB Manager
There is no fiscal impact.
20-21-075 Legal Realignment (BA).pdf

8.L *Request to approve Budget Amendment 20-21-076 to appropriate funds in the amount of $36,000 to the Istokpoga Park Facility Improvements, Project Number 20052, to expand boat trailer parking at the Istokpoga Park.*
J.D. Langford, P.E., Assistant County Engineer
The fiscal impact is an increase to Fund 152 (Tourist Dev Trust) in the amount of $36,000 which is being appropriated in Cost Center 5306 (Tour-Dev Lakes), Project Number 20052 (Istokpoga Park Facility Improvements), Account No. 53100Z (Project Professional Services) and Account No. 56301Z (Project Capital Infrastructure) in the amounts of $16,750 and $19,250, respectively, which is being funded through the Florida Fish and Wildlife Conservation Commission grant.
Resolution Istopoga Park Fac 20052.pdf
BA 20-21-076 Istopoga Park Fac 20052.pdf

8.M *A Resolution of the Highlands County Board of County Commissioners Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Findings and Intent; Providing for an amendment to Resolution No. 14-15-89, Section 5A; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.*
Dawn Ritter, Natural Resources Manager
There is no fiscal impact
NRAC Resolution - 022621.SGS.pdf

8.N *Letter of support for proposed traffic signal to be located at US-27 and Sunpure Road Avon Park.*
Randy Vosburg - County Administrator
Clinton Howerton Jr., P.E. - County Engineer
Sherry Sutphen, County Attorney
No Fiscal Impact
Sunpure FDOT Support Request.pdf

9 PUBLIC HEARING

10 ACTION AGENDA

10.A *Request to approve the federal funding plan By Merchant McIntyre Associates to help Highlands County secure federal grant funding.*

Liz Barber, Legislative Affairs & Grants Coordinator
The funding for this expense would be in the amount of $6,500 per month, for a total of $19,500 during the 90 day audition assessment. The annual expense would be $78,000 for a 12 month period, coming from the Reserve account.
Federal Funding Action Plan for Highlands County.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

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

11.B *Request for direction on the Tourism Development Council Lead Consultant/Tourism Development Manager position.*
Leah Sauls, Development Services Director
No fiscal impact at this time
Jan.28.2021 Draft TDC Min.docx

11.C *The Future of The Sebring Public Library*
Ingra Gardner, Director of Community Programs; Vikki Brown, Highlands Library System Manager; Ric Fleeger, Superintendent Parks and Facilities; and Sarah Albritton, Capital Projects Manager

11.D *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Project Updates (FINAL) 4.23.2021.pdf
Status - Commissioner's Priorities (FINAL) 4.23.2021.pdf

11.E *Update on Stimulus funding.*
Randy Vosburg, County Administrator

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from April 7 through April 23, 2021*

14 ADJOURN

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

verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Commissioner Scott Kirouac**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing April 23, 2021 as "Highlands County Centennial Day" in honor or the 100th anniversary of the establishment of Highlands County, Florida.**

RECOMMENDED ACTION

Move approval of a Proclamation recognizing April 23, 2021 as "Highlands County Centennial Day" in honor or the 100th anniversary of the establishment of Highlands County, Florida.

Attachments: Highlands County Centennial. ADA version.docx

PROCLAMATION

A Proclamation of the Board of County Commissioners, Highlands County Florida honoring the 100th anniversary of the establishment of Highlands County, Florida

Whereas, in 1887 Manatee County was split into two counties, and DeSoto County was established, then geographically occupying a part of Florida roughly equal to the size of the states of Delaware and Rhode Island combined, with the area now known as Highlands County comprising most of the eastern section; and

Whereas, in 1897, due to the county's growth a citizens group of "Divisionists" as they were known, embarked on a decades-long struggle to have DeSoto County further divided to allow for better, more responsive representation of the residents in the most populated areas; and

Whereas, after several attempts were blocked by powerful politicians within the region, the political climate changed, clearing the way in 1921 for Senator F.M. Cooper and Representative Dr. E. J. Etheredge to introduce bills to their respective branches of the Florida Legislature calling for DeSoto County to be divided in to five counties, and organizing the four new counties as Hardee, Charlotte, Glades and Highlands; and

Whereas, Highlands County was created by an act of the Florida Legislature signed into law by the Honorable Cary A. Hardee, Governor of Florida on April 23, 1921; and

Whereas, we celebrate April 23, 2021 as the 100th anniversary of the creation of Highlands County; and

Whereas, Highlands County boasts a vibrant cultural, natural and historical heritage; and

Whereas, Highlands County cherishes and celebrates its rich history and honors the vision and tenacity of those who were instrumental in bringing our county to fruition.

Now, Therefore, the Board of County Commissioners, Highlands County, Florida, does hereby proclaim April 23, 2021 as "Highlands County Centennial Day" in Highlands County, Florida, and commend its observance to all citizens.

Done and adopted on this 23rd day of April in the year of our Lord two thousand and twenty-one.

_____

Scott Kirouac, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing May 2021, as "Historic Preservation Month" in Highlands County.**

STATEMENT OF ISSUE

Since the National Trust for Historic Preservation (Trust) created Historic Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities throughout the country. Due to its overwhelming popularity, in 2005, the Trust extended the celebration to the entire month of May by declaring it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states and to enable more Americans to become involved in the growing preservation movement. Highlands County, as a Certified Local Government with the Division of Historical Resources within the Florida Department of State, is part of a statewide preservation partnership to revitalize neighborhoods and communities, spark economic development and promote environmental sustainability.

In conjunction with the State's celebration of May as Historic Preservation Month, the Historic Preservation Commission wish to ask the Board to approve a Proclamation designating May 2021, as Highlands County "Historic Preservation Month." This is especially significant this year as it is also Highlands County's Centennial.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 2021, as "Historic Preservation Month" in Highlands County.

Attachments: Highlands County Historic Preservation Month Proclamation 2021

HIGHLANDS COUNTY

Board of County Commissioners
Proclamation

WHEREAS, Highlands County has a rich and fascinating past; and

WHEREAS, our cultural heritage represents the presence and activities of people for over 12,000 years; and

WHEREAS, this heritage is embodied in historic buildings and other structures, prehistoric and historic archaeological sites, artifacts, documents, and public records, as well as in the traditions and folkways of the County's diverse citizenry; and

WHEREAS, all of this evidence of our past makes up the County's cultural and historical resource; and

WHEREAS, historic resources provide not only continuity with our past, but also creates jobs, improves housing, enhances our quality of life, and along with the County's unique natural resources, draws hundreds of visitors annually; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Highlands County, Florida, that May is Highlands County

HISTORIC PRESERVATION MONTH

DONE AND ADOPTED, this 23rd day of April, 2021.

Board of County Commissioners
Highlands County, Florida

(SEAL)

_____
Scott A. Kirouac, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Mr. Scott MacBeth**
SUBJECT/TITLE:	**Presentation by Mr. Scott MacBeth of a historical piece he created detailing the Postal History of Highlands County to be donated and displayed at the Sebring Historical Society**

STATEMENT OF ISSUE

Mr. Scott MacBeth will present to the Board a historical piece he created recognizing the Postal History of Highlands County. The piece will be displayed at the 100 Years of Highlands County event and donated to the Sebring Historical Society.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 4/23/2021

PRESENTER: **Tosh Reiss, Emergency Management Manager**

SUBJECT/TITLE: **COVID Update**

RECOMMENDED ACTION

None

FISCAL IMPACT

No fiscal impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

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

SUBJECT/TITLE: **Request to accept the Sebring Airport Authority Annual Financial Statements and Auditor's Report for Fiscal Year Ending (FYE) September 30, 2020 into record**

STATEMENT OF ISSUE

Sebring Airport Authority has submitted their Financial Statements and Independent Auditor's Report for the FYE September 30, 2020.

RECOMMENDED ACTION

Move to accept into the record the Annual Financial Statements and Auditor's Report for FYE September 30, 2020 for Sebring Airport Authority.

FISCAL IMPACT

There is no fiscal impact to accepting the Sebring Airport Authority's Financial Statements and Auditor's Report into the record.

Attachments: 2020 Letter of Annual Activity 4.23.21.pdf
2020 Audited Financial Statements - SAA (1) 4.23.21.pdf
2020 Audited Financial Statements - CRA 4.23.21.pdf

128 Authority Lane
Sebring, FL 33870
info@sebring-airport.com
Tel: 863.655.6444
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SEBRING MULTIMODAL LOGISTICS CENTER

March 18, 2021

Randy Vosburg
County Administrator
600 So. Commerce Ave.
Sebring, FL 33870

Re: Annual Local Government Financial Report

Dear Mr. Vosburg:

Enclosed is the Annual Local Government Financial Report for Sebring Regional Airport & Industrial Park for Fiscal Year ending September 30, 2020. The Sebring Regional Airport and Industrial Park CRA with revenues or a total of expenditures and expenses in excess of $100,000, as reported on the trust fund financial statements, shall provide for a financial audit each fiscal year by an independent certified public accountant or firm as required by Section 163.387(8), Florida Statutes.

The CRA assisted SAA with $67,100 for Airfield Marking in accordance with FAA and FDOT standards as necessary for the safe operation of Sebring Regional Airport and Industrial Park which benefits economic development. CRA has also contributed $72,185 for Building 22 Fire Escape Staircases. The improvements are important to the facility which contribute to and benefit economic activities and life safety requirements occurring with the CRA. $4,810.00 was committed to Master Plan Update Project. This project will guide SAA development effort for the next 20 years. CRA also contributed $17,000 to EAA Heartland Chapter 1240 for improvements to the Education Facility to provide additional classroom space. The operations of the Education Facility contribute to the CRA goals of youth education, job creation, and economic development. Remaining funds are reserved and earmarked for future capital improvement projects and economic development opportunities as outlined in CRA Second Plan Update 11/19/2015.

As you can see, the Sebring Regional Airport & Industrial Park CRA continues to be a valuable resource of the Sebring Airport Authority and continues to allow future growth and expansion that not only helps the Airport but the entire County.

Sincerely,

Colleen Plonsky
Director of Finance
863-314-1302

SEBRING AIRPORT AUTHORITY

FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2020

CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

SEBRING AIRPORT AUTHORITY
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SEBRING AIRPORT AUTHORITY
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Sebring Airport Authority
Sebring, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Sebring Airport Authority, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Sebring Airport Authority as of September 30, 2020, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 9 and information on other postemployment benefits and defined benefit pensions on pages 44 through 48 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Sebring Airport Authority's basic financial statements. The schedule of revenue, expenses, and changes in net position – CRA fund is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, *Local Governmental Entity Audits*, Rules of the Auditor General of the State of Florida, is also presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of revenue, expenses, and changes in net position - CRA fund and the schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Board of Directors
Sebring Airport Authority

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2021, on our consideration of the Sebring Airport Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Sebring Airport Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Sebring Airport Authority's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

As management of the Sebring Airport Authority (the Authority), we offer the readers of the Authority's basic financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements.

Financial Highlights

- The assets plus deferred outflows of resources of the Authority exceeded its liabilities plus deferred inflows of resources as of September 30, 2020 by $42,292,710 (net position).
- The Authority's total assets net of depreciation as of September 30, 2020 were $47,746,991.
- The Authority's total operating revenue was $3,963,382 primarily consisting of industrial rentals of $2,185,123 and Fixed Base Operations sales in the amount of $1,016,491.
- The Authority's total operating expenses came to $5,580,839. General operating expense (including insurance, supplies, utilities, repairs and maintenance, taxes) came to $1,566,699. Other primary expenses consisted of $992,404 in personnel costs, $1,046,766 in contractual and professional services, and $1,974,970 in depreciation. The net operating loss was $1,617,457.
- Total nonoperating revenue, (expenses), and capital grants were $9,409,972 resulting in an increase in net position of $7,792,515. The majority of the nonoperating revenue was $8,616,170 in grants and $973,806 in insurance recoveries.

Overview of Financial Statements

The financial statements included in the annual report are those of a special-purpose government engaged in a business-type activity. The following statements are included:

- Statement of Net Position — reports the Authority's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year, and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Revenue, Expenses, and Changes in Net Position — reports the results of activity over the course of the fiscal year. It details the costs associated with operating the Authority and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- Statement of Cash Flows — reports the Authority's cash flows in and out from operating activities, noncapital financing activities, capital and related financing activities, and investing activities. It details the sources of the Authority's cash, what it was used for, and the change in cash over the course of the fiscal year.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

Overview of Financial Statements (Continued)

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the Authority's net position, which can be thought of as the difference between what the Authority owns (assets) and what the Authority owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the Authority.

Over time, significant changes in the Authority's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any Authority, the reader must also consider other nonfinancial factors such as fluctuations in the local economy, fluctuations in fuel prices, and the physical condition of the Authority's capital assets.

At September 30, 2020, total assets was $47,746,991. Total current assets was $3,629,971. Total noncurrent assets was $44,117,020.

In addition, total liabilities at September 30, 2020 was $5,704,222. Total current liabilities was $986,998 and liabilities payable from restricted assets (tenant deposits) and total long-term (noncurrent) liabilities was $4,717,224.

Net Position

The difference between an organization's assets and deferred outflows of resources and its liabilities and deferred inflows of resources equals its net position. The Authority's net position is classified as follows:

Net investment in capital assets — Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.

Restricted — Net position that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Unrestricted — Net position that is not invested in capital assets or subject to restrictions.

Condensed Financial Information

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position:

	2020	2019
ASSETS		
Current Assets - Unrestricted	$ 3,346,541	$ 5,137,696
Current Assets - Restricted	283,430	205,500
Net Capital Assets	44,117,020	36,723,390
Total Assets	47,746,991	42,066,586
DEFERRED OUTFLOWS OF RESOURCES	301,272	300,440
LIABILITIES		
Current Liabilities	986,998	6,045,639
Noncurrent Liabilities	4,717,224	1,746,846
Total Liabilities	5,704,222	7,792,485
DEFERRED INFLOWS OF RESOURCES	51,331	74,346
NET POSITION		
Net Investment in Capital Assets	40,080,697	30,370,389
Restricted	1,805,804	14,455
Unrestricted	406,209	4,115,351
Total Net Position	$ 42,292,710	$ 34,500,195

Current assets decreased $1,713,225 from the prior fiscal year due to decreases in grants receivable. Of that amount, restricted cash decreased $77,930 due to the decrease in customer deposits.

Current liabilities decreased $5,058,641 from the prior year primarily due to the completion of CIP projects.

At September 30, 2020, the Authority had $4,027,088 in long-term debt related to capital assets. That debt finances the purchases of equipment as well as construction and improvement projects. The Authority also records $879,269 in net pension liability related to the Authority's participation in the Florida Retirement System.

There was an increase in net position of $7,792,515 mainly due to nonoperating revenue after a net operating loss of ($1,617,170). Nonoperating revenue includes capital grants and contributions of $8,616,170 and insurance recoveries of $973,806. The net operating loss was largely due to depreciation expense of $1,974,970.

Condensed Financial Information (Continued)

Revenues, Expenses, and Changes in Net Position

	2020	2019
OPERATING REVENUE		
Industrial and Test Track Rental Revenue	$ 2,302,256	$ 2,394,872
Fixed Based Operations	1,016,491	1,858,377
Other Revenue	644,635	897,470
Total Operating Revenue	3,963,382	5,150,719
OPERATING EXPENSES		
Personnel Services	992,404	1,042,642
Contractual Services	228,739	263,592
Professional Services	818,027	649,700
General Operating Expenses	1,566,699	2,573,317
Depreciation Expense	1,974,970	1,642,729
Total Operating Expenses	5,580,839	6,171,980
NET OPERATING LOSS	(1,617,457)	(1,021,261)
NONOPERATING REVENUES (EXPENSES)		
Interest Expense, Net	(212,582)	(101,282)
Capital Grants and Contributions	8,616,170	3,314,162
Other Nonoperating Revenue	1,006,384	3,643,137
Total Nonoperating Revenues (Expenses)	9,409,972	6,856,017
CHANGE IN NET POSITION	7,792,515	5,834,756
Net Position - Beginning of Year	34,500,195	28,665,439
NET POSITION - END OF YEAR	$ 42,292,710	$ 34,500,195

Overall operating revenue decreased by $1,187,337. Industrial and test track rental revenue decreased $92,616 for the current year due COVID-19 and the cancellation of events. Revenue from fixed based operations decreased $841,886 for the current year due to decreased military activity as the Avon Park Bombing Range underwent renovations, and no flights in for attendees of the canceled Sebring races.

Operating expenses before depreciation decreased by $591,141. The decrease was due largely to decreases in fuel sales due to the cancelation of the Sebring Races which brings flights in, and the renovations at the Avon Park Bombing Range.

In fiscal year 2020, total operating revenue was $3,963,382, while total operating expenses, including depreciation, was 5,580,839. This resulted in a $1,617,457 operating loss. Net nonoperating revenues, including capital grants, were $9,409,972 resulting in a positive change in net position of $7,792,515.

Economic Factors and Next Year's Budgets and Rates

The Sebring Airport Authority Annual Budget was approved by Resolution 20-16 on September 17, 2020. The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is reported as a blended component unit of Sebring Airport Authority. Its Annual Budget was approved by Resolution 20-07 on September 17, 2020. The detailed budgets are available for review upon request.

We will continue working on two major projects, Rail Spur Reconstruction Phase II, and procurement for Apron Reconstruction Phase II. The projects together total approximately $8,000,000 and are much needed in terms of infrastructure renewal and remaining competitive in our efforts to attract business and industry. The Apron Project will be completed with Phase II and Rail Project will continue to completion in a future phase.

Sebring International Raceway will not host World Endurance Championship (1000 miles of Sebring) the Friday before Mobil 1 Twelve Hours of Sebring. This is due to the pandemic and travel restrictions in Europe. Planning for Mobil 1 Twelve Hours of Sebring event is moving forward.

Significant economic factors affecting the Authority are as follows:

1. Florida Department of Transportation grant to fund phase II the Airport's WWII vintage apron reconstruction.

2. Florida Department of Transportation grant to reconstruct over 2 miles of rail spur. As noted above, the project is underway with future phases planned.

3. Federal Aviation Administration grant for new Airport Master Plan document has been completed.

4. Hurricane Irma recovery is complete. As previously noted, all repairs and reconstruction were done in accordance with Miami-Dade Notice of Acceptance (NOA) construction methods.

5. Military fuel sales may see an uptick in volume because of construction upgrades at Avon Park Airforce Bombing Range. We have relocated our fuel farm. We are also planning upgrades and additional fuel storage capacity to take advantage of wider use of Bombing Range by branches of military.

6. Recently, Genpak, a longtime tenant announced that its Sebring facility will be closed. Authority staff began an effort to market the property and have many opportunities to lease facility. Staff believes after all buildings are leased; we will see a net increase in revenue.

As noted previously, air mobility is progressing along both manned and unmanned directions. By 2035 there will twice as many vertical take-off and landing vehicles (VTOL) that will be electric powered as there are legacy aircraft. These vehicles will operate out of vertiports and will not necessarily need airports. The Authority is deeply involved in this evolving aviation sector in terms of economic development.

Requests for Information

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed as follows:

Colleen Plonsky
Director of Finance
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

SEBRING AIRPORT AUTHORITY
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

ASSETS	
Current Assets:	
Cash and Cash Equivalents - Unrestricted	$ 2,730,827
Cash and Cash Equivalents - Restricted	283,430
Accounts Receivable - Trade	114,445
Grants Receivable	455,369
Prepaid Items	580
Inventory	45,320
Total Current Assets	3,629,971
Noncurrent Assets:	
Capital Assets Not Being Depreciated	2,370,048
Capital Assets - Net of Depreciation	41,746,972
Total Noncurrent Assets	44,117,020
Total Assets	47,746,991
DEFERRED OUTFLOWS OF RESOURCES	
Pension Related Items	301,272
LIABILITIES	
Current Liabilities:	
Accounts Payable	124,007
Accrued Expenses	59,978
Line of Credit	339,994
Notes and Leases Payable - Current	217,179
Unearned Revenue	245,840
Total Current Liabilities	986,998
Noncurrrent Liabilities:	
Notes and Leases Payable - Noncurrent	3,469,915
Compensated Absences	66,954
Net Pension Liability	879,269
Total OPEB Liability	17,656
Rent Deposits	283,430
Total Noncurrent Liabilities	4,717,224
Total Liabilities	5,704,222
DEFERRED INFLOWS OF RESOURCES	
Pension Related Items	51,331
NET POSITION	
Net Investment in Capital Assets	40,080,697
Restricted	1,805,804
Unrestricted	406,209
Total Net Position	$ 42,292,710

See accompanying Notes to Financial Statements.

SEBRING AIRPORT AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED SEPTEMBER 30, 2020

OPERATING REVENUE	
Industrial Rentals	$ 2,185,123
Test Track Rentals	117,133
Fixed Base Operations	1,016,491
Fire Protection Fees	87,950
CRA Incremental Tax Revenue	392,301
Miscellaneous Revenue	164,384
Total Operating Revenue	3,963,382
OPERATING EXPENSES	
Personal Services	992,404
Contractual Services	228,739
Professional Services	818,027
General Operating	1,566,699
Total Operating Expenses	3,605,869
OPERATING INCOME BEFORE DEPRECIATION	357,513
Depreciation	(1,974,970)
NET OPERATING LOSS	(1,617,457)
NONOPERATING REVENUE (EXPENSE)	
Interest Income	7,494
Operating Grants	6,321
Interest Expense	(220,076)
Miscellaneous Revenue	26,257
Insurance Recoveries	973,806
Total Nonoperating Revenue	793,802
LOSS BEFORE CAPITAL GRANTS AND CONTRIBUTIONS	(823,655)
Capital Grants and Contributions	8,616,170
CHANGE IN NET POSITION	7,792,515
Net Position - Beginning of Year	34,500,195
NET POSITION - END OF YEAR	$ 42,292,710

See accompanying Notes to Financial Statements.

SEBRING AIRPORT AUTHORITY
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from Customers	$ 3,412,785
CRA Incremental Tax Receipts	392,301
Other Receipts	164,384
Payments to Suppliers	(2,581,855)
Payments to Employees	(853,560)
Net Cash Provided by Operating Activities	534,055
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Operating Grants	6,321
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Acquisition and Construction of Capital Assets	(12,700,499)
Proceeds from Borrowings	11,208,904
Principal Payments on Borrowings	(10,193,684)
Interest Payments on Borrowings	(222,317)
Capital Grants Received	10,445,933
Receipts from Insurance Recoveries	973,806
Net Cash Used by Capital and Related Financing Activities	(487,857)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest Earned on Operating Funds	7,494
NET INCREASE IN CASH AND CASH EQUIVALENTS	60,013
Cash and Cash Equivalents - Beginning of Year	2,954,244
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 3,014,257

See accompanying Notes to Financial Statements.

SEBRING AIRPORT AUTHORITY
STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

RECONCILIATION OF NET OPERATING LOSS TO CASH USED BY OPERATING ACTIVITIES	
Net Operating Loss	$ (1,617,457)
Adjustments to Reconcile Net Operating Loss to Net Cash Provided by Operating Activities	
Depreciation	1,974,970
(Increase) Decrease in Assets and Deferred Outflows of Resources:	
Accounts Receivable - Trade	(71,931)
Prepaid Items	7,702
Inventory	7,704
Deferred Outflows Related to Pensions	(832)
Increase (Decrease) in Liabilities and Deferred Inflows of Resources:	
Accounts Payable	14,327
Accrued Expenses	27,162
Compensated Absences	4,556
Rent Deposits	77,930
Unearned Revenue	89
Net Pension Liability	130,693
Deferred Inflows Related to Pensions	(23,015)
Total OPEB Liability	2,157
Net Cash Provided by Operating Activities	$ 534,055
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET POSITION	
Unrestricted Cash and Cash Equivalents	$ 2,730,827
Restricted Cash and Cash Equivalents	283,430
Total Cash and Cash Equivalents	$ 3,014,257
SUPPLEMENTAL DISCLOSURE OF NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES	
Capital Related Accounts Payable	$ 9,235

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Sebring Airport Authority (Authority) was created by the legislature of the state of Florida by Chapter 67-2070 (1967), for the purpose of planning, developing, and maintaining a comprehensive airport and industrial complex, and constitutes a public instrumentality. The Authority is governed by a board of seven members, and its operations consist of leasing industrial properties and airport operations.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units and present only the financial position of Sebring Airport Authority, a dependent special district of the City of Sebring, Florida (City), and not of the City as a whole. The Authority has been classified as a dependent special district of the City of Sebring, Florida, as determined by the Florida Department of Community Affairs effective October 1, 1990, for annual financial reporting purposes of Section 218.32, Florida Statutes.

As defined by accounting principles generally accepted in the United States of America established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as all component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

1. Appointment of a voting majority of the component unit's board, and either a) the ability to impose the will of the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
2. Fiscal dependency on the primary government.

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the Authority Board and (1) there is a financial benefit or burden relationship between the primary government and the component unit, or (2) management of the primary government has operational responsibility for the component unit. A blended component unit provides services entirely, or almost entirely, to the primary government. The component units' funds are blended into those of the primary government by appropriate activity type to compose the primary government presentation.

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), established by County ordinance on December 17, 1996 is a legally separate entity, however, since the Authority's Board of Directors also serves as the CRA's Board, there is a financial benefit relationship and operational responsibility, and the CRA provides services entirely to the Authority, it is reported as a blended component unit.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reporting Entity (Continued)

The U.S. Sport Aviation Institute, Inc. (Institute), established by the Sebring Airport Authority on June 20, 2016, is a legally separate entity; however, since the Authority's Board of Directors also serves as the Institutes' Board, there is a financial benefit relationship and operational responsibility, and the Institute provides services entirely to the Authority, it is reported as a blended component unit.

Fund Accounting and Measurement Focus

The Authority operates as a single enterprise fund under the fund accounting framework of governmental accounting. Within this framework, an enterprise fund accounts for operations in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. The enterprise fund is accounted for on a cost of services or "capital maintenance" measurement focus. This means all assets and liabilities (whether current or noncurrent) associated with its activity are included on its statement of net position. Reported fund equity (total net position) is segregated into unrestricted, restricted, and net investment in capital assets components. The statement of revenues, expenses, and changes in net position presents increases and decreases in net position.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The Authority, an enterprise fund, is maintained on an accrual basis with revenues being recognized when earned and expenses recognized when incurred. Operating revenues are those revenues that are generated from the primary operations of the Authority. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the Authority. All other expenses are reported as nonoperating expenses.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Restricted Assets

Certain assets are classified as restricted assets in the accompanying statement of net position when constraints are placed on their use by external parties or by law. Assets classified as restricted include cash and cash equivalents that represent customer deposits. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Management considers all receivables collectible as of September 30, 2020.

Prepaid Items

Prepaid insurance and similar items are recorded using the consumption method of accounting. Under the consumption method, services paid for in advance are reported as an asset until the period in which the services are actually consumed.

Inventory

Inventory consists mainly of aviation fuel and is valued at the lower of cost or market determined on a first-in-first-out basis.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Authority has deferred outflows for expected versus actual experience, changes in assumptions, projected versus actual earnings, changes in the proportion and differences between the Authority's contributions and proportionate share of contributions, and the Authority's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as increases in pension expense in future years.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has multiple items that qualify for reporting in this category, including differences between expected and actual experience, changes in assumptions, projected versus actual earnings, and changes in proportion and differences between the Authority's contributions and proportionate share of contributions, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as reductions in pension expense in future years.

Capital Assets

Capital assets are defined by the Authority as having a minimum established cost of $1,000 and an estimated useful life in excess of one year. Property and equipment purchased or acquired is carried at historical cost. Donated or contributed assets are recorded at estimated acquisition value. Additions, improvements, and capital outlays that significantly extend the useful life of an asset, and public domain (infrastructure) fixed assets consisting of roads and curbs, runways and wastewater systems are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings	40 Years
Infrastructure	25 to 40 Years
Improvements	15 to 30 Years
Vehicles	5 to 15 Years
Equipment	3 to 10 Years

Grants

Grants which finance current operations and capital expenditures are recorded as nonoperating revenue and capital contributions, respectively, when earned.

Unearned Revenue

The Authority leases a wastewater treatment facility to the City of Sebring. Unearned revenue has been recorded for the prepaid rent received from the City in the form of its liquidation of the Authority's debt on the facility. Revenue will be recognized over the lease term as the unearned revenue is amortized.

Compensated Absences

On the employee's anniversary date, a maximum of 45 Paid-Time-Off (PTO) days may be carried over to the following 12 months; PTO days in excess of 45 days will be paid to the employee. Upon retirement or resignation with two weeks' notice, employees will receive payment for unused PTO. The amount of earned but unused PTO days estimated to be payable is accrued as a liability at year-end.

Other Postemployment Benefits (OPEB)

In the statement of net position, liabilities are recognized for the Authority's total OPEB liability as determined by an actuarial review of the healthcare coverage purchased by retirees to continue participation in the Authority's health plan. OPEB expense is recognized immediately for changes in the OPEB liability resulting from current year service cost, interest on the total OPEB liability, and changes of benefit terms or actuarial assumptions.

Pensions

In the statement of net position, liabilities are recognized for the Authority's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRS) and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 DEPOSITS AND INVESTMENTS

Cash and cash equivalents consist of unrestricted and restricted funds. Restricted funds represent: (1) proceeds from interlocal agreements; (2) funds received at the end of the year to cover payables related to various grant projects; and (3) lease deposits. Cash and cash equivalents as of September 30, 2020 was as follows:

Unrestricted Cash	$ 2,730,827
Restricted Cash: Lease Deposits	283,430
Total Cash and Cash Equivalents	$ 3,014,257

Classified as:	
Petty Cash and Demand Deposits	$ 2,984,804
Local Government Surplus Trust Funds	29,453
Total	$ 3,014,257

Custodial Credit Risk is the risk that in the event of a bank failure the government's deposits may not be returned to it. Bank balances of the Authority's deposits at September 30, 2020 were $3,055,014. The Authority's monies must be deposited in banks designated as qualified public depositories by the chief financial officer, Florida Department of Financial Services. Therefore, the Authority's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the chief financial officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the Authority has no policy on custodial credit risk.

Collateral is provided for demand deposits through the Florida Security for Public Deposits Act. This law establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under this law, the qualified public depository must pledge at least 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance.

Additional collateral, up to a maximum of 150%, may be required if deemed necessary under the conditions set forth in this law. Eligible collateral consists of obligations of the United States and its agencies and obligations of states and their local political subdivisions and unaffiliated corporations.

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Obligations pledged to secure deposits must be delivered to the Department of Financial Services or, with the approval of the chief financial officer, to a bank, savings association or trust company provided a power of attorney is delivered to the chief financial officer. On a monthly basis, the chief financial officer determines that the collateral has a market value adequate to cover the deposits under the provisions of this law.

The Authority invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Throughout the year and as of September 30, 2020, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month London Interbank Offered Rate (LIBOR) rates. These investments represented 17.8% of Florida PRIME's portfolio at September 30, 2020.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2020 was 48 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2020 was 63 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's.

On September 30, 2020, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Credit Risk (Continued)

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 3 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 is summarized as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets Not Being Depreciated:				
Land, Buildings, and Infrastructure	$ 980,024	$ -	$ -	$ 980,024
Construction in Progress	7,425,250	9,606,398	(15,641,624)	1,390,024
Total Capital Assets Not Being Depreciated	8,405,274	9,606,398	(15,641,624)	2,370,048
Capital Assets Being Depreciated:				
Buildings and Infrastructure	54,632,036	15,403,825	(64,861)	69,971,000
Vehicles and Tractors	509,786	-	-	509,786
Machinery and Equipment	853,209	-	-	853,209
Office Furniture, Fixtures, and Equipment	340,410	-	-	340,410
Race Track Improvements	1,906,879	-	-	1,906,879
Total Capital Assets Being Depreciated	58,242,320	15,403,825	(64,861)	73,581,284
Less: Accumulated Depreciation	(29,924,203)	(1,974,970)	64,861	(31,834,312)
Total Capital Assets Being Depreciated, Net	28,318,117	13,428,855	-	41,746,972
Total Capital Assets, Net	$ 36,723,391	$ 23,035,253	$ (15,641,624)	$ 44,117,020

The Authority has no commitments for design, construction, or other services as of September 30, 2020.

NOTE 4 LEASES

The Authority is the lessor of various types of industrial buildings and land over periods ranging from month-to-month to 75 years. All of the Authority's leases are classified as operating leases. Substantially all of the Authority's investment in land, buildings, and racetrack improvements are either under lease or are held for lease at September 30, 2020.

The following is a schedule by year(s) of minimum future rent revenues from noncancelable operating leases as of September 30, 2020:

Year Ending September 30,	Amount
2021	$ 1,732,398
2022	1,284,137
2023	1,263,068
2024	945,447
2025	908,764
2026-2030	3,689,727
2031-2035	2,263,901
2036-2040	1,851,975
2041-2045	1,683,856
2046-2050	1,537,970
2051-2055	1,532,735
2056-2060	1,346,145
2061-2065	1,346,145
2066-2070	1,346,145
2071-2075	1,346,145
2076-2080	1,301,273
Total Minimum Future Rentals	$ 25,379,831

NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB)

Plan Description

The Authority is obligated to make available to qualified retired employees the option to maintain coverage with the group health, life, and dental insurance plans. The Sebring Airport Authority Plan (the Plan) is a single-employer defined benefit OPEB plan. The Plan is currently being funded on a pay as you go basis. No trust or agency fund has been established for the Plan, and there are no assets accumulated in trust for payment of benefits. The Plan does not issue a publicly available report.

Benefits Provided

The Plan provides lifetime healthcare insurance for eligible employees and their spouses through the Authority's group insurance plan which covers both active and retired members. Benefit provisions are established and may be amended by the Authority's Board of Directors. The Plan provides for the retirees to contribute 100% of the cost of health insurance premiums for retirees and their spouses.

NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

Employees Covered by Benefit Terms

At September 30, 2020, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	2
Active Plan Members	10
Total	12

Total OPEB Liability

The Authority's Total OPEB liability was measured as of September 30, 2020 and was determined by an actuarial valuation as of October 1, 2020. The following table shows the Authority's total OPEB liability for the year ended September 30, 2020.

	Total OPEB Liability
Balances - October 1, 2019	$ 15,499
Changes for the Year:	
Service Cost	3,641
Interest	685
Changes in Assumptions	570
Differences Between Expected and Actual Experience	(2,739)
Net Changes	2,157
Balances - September 30, 2020	$ 17,656

Discount Rate Sensitivity

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

Description	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
OPEB Plan Discount Rate	1.41 %	2.41 %	3.41 %
Total OPEB Liability	$ 18,225	$ 17,656	$ 17,113

NOTE 5 OTHER POSTEMPLOYMENT BENEFITS PLAN (OPEB) (CONTINUED)

Healthcare Trend Rate Sensitivity

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Description	1% Decrease in Healthcare Cost Trend Rate	Healthcare Cost Trend Rate	1% Increase in Healthcare Cost Trend Rate
OPEB Plan Healthcare Cost Rate	7.00 %	8.00 %	9.00 %
Total OPEB Liability	$ 17,056	$ 17,656	$ 18,295

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2020, the Authority recognized OPEB expense of $2,157. At September 30, 2020, the Authority reported no deferred outflows of resources and no deferred inflows of resources related to OPEB.

Actuarial Assumptions

The total OPEB liability in the September 30, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.6%
Salary Increases	3.25%, Average, Including Inflation
Healthcare Cost Trend Rates	8.0% for 2020, Decreasing to an Ultimate Rate of 4.50% for 2028 and Later Years

The actuarial cost method used was the Entry Age Normal Level Percent of Salary method.

Mortality rates were based on the SOA Pub-2010 General Headcount Weighted Mortality Table, fully generational, using Scale MP-2020

The discount rate used to measure the total OPEB liability was 2.41%, based on yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

Since the most recent valuation, the following changes were made:

- Discount rate as of the Measurement Date has been updated to be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale) tax-exempt, high quality 20-year municipal bonds The current full valuation uses a discount rate of 3.58% as of October 1, 2019 and 2.41% as of September 30, 2020.

NOTE 5 OTHER POSTEMPLOYMENT BENEFITS PLAN (OPEB) (CONTINUED)

Actuarial Assumptions (Continued)

The following assumptions were also updated:

- Mortality table has been updated from SOA RPH-2017 Total Dataset Mortality Table fully generational using Scale MP-2017 to Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2020.
- Turnover assumptions have been updated to match the FRS actuarial valuation as of July 1, 2019.
- Health care trend rates have been reset to an initial rate of 8.0% decreasing by 0.5% annually to an ultimate rate of 4.5%
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2019. This change caused a slight decrease in liabilities.

NOTE 6 DEFINED BENEFIT PENSION PLANS

Background

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost sharing, multiemployer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The Authority's pension expense totaled $176,193 for both the FRS Pension Plan and HIS Plan for the fiscal year ended September 30, 2020.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan

Plan Description

The Florida Retirement System (FRS) Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class — Members of the FRS who do not qualify for membership in the other classes.
- Elected Officers Class — Members who hold specified elective offices in local government.
- Senior Management Service Class (SMSC) — Members in senior management level positions.
- Special Risk Class — Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62, or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class Members Initially Enrolled before July 1, 2011	
Retirement Up to Age 62 or Up to 30 Years of Service	1.60
Retirement Up to Age 63 or Up to 31 Years of Service	1.63
Retirement Up to Age 64 or Up to 32 Years of Service	1.65
Retirement Up to Age 65 or Up to 33 Years of Service	1.68
Regular Class Members Initially Enrolled on or After July 1, 2011	
Retirement Up to Age 65 or Up to 33 Years of Service	1.60
Retirement Up to Age 66 or Up to 34 Years of Service	1.63
Retirement Up to Age 67 or Up to 35 Years of Service	1.65
Retirement Up to Age 68 or Up to 36 Years of Service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00
Special Risk Regular	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the Authority, effective July 1, 2019, were applied to employee salaries as follows: regular employees 8.47%, senior management 25.41%, and DROP participants 14.60%. The Authority's contributions to the FRS Plan were $61,399 for the year ended September 30, 2020.

Pension Costs

At September 30, 2020, the Authority reported a liability of $726,176 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The Authority's proportion of the net pension liability was based on the Authority's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2019 through June 30, 2020, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2020, the Authority's proportion was 0.001675476%, which was a decrease of 0.000039152% from its proportion measured as of June 30, 2019.

For the year ended September 30, 2020, the Authority recognized pension expense of $162,505 for its proportionate share of FRS's pension expense. In addition, the Authority reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 27,792	$ -
Changes of Actuarial Assumptions	131,461	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	43,237	-
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	31,093	(25,170)
Authority Contributions Subsequent to the Measurement Date	21,994	-
Total	$ 255,577	$ (25,170)

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Pension Costs (Continued)

$21,994 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2021	$ 42,546
2022	63,965
2023	58,486
2024	36,195
2025	7,221
Thereafter	-

Actuarial Assumptions

The total pension liability in the July 1, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.25%, Average, Including Inflation
Investment Rate of Return	6.80%

Mortality rates were based on the PUB-2010 base table, varies by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Actuarial Assumptions (Continued)

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0 %	2.2 %	2.2 %	1.2 %
Fixed Income	19.0	3.0	2.9	3.5
Global Equity	54.2	8.0	6.7	17.1
Real Estate	10.3	6.4	5.8	11.7
Private Equity	11.1	10.8	8.1	25.7
Strategic Investments	4.4	5.5	5.3	6.9
Totals	100.0 %			
Assumed Inflation - Mean			2.6 %	1.7 %

Discount Rate

The discount rate used to measure the total pension liability was 6.8% for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Pension Liability Sensitivity

The following presents the Authority's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.80 %	6.80 %	7.80 %
Authority's Proportionate Share of the FRS Plan Net Pension Liability	$ 1,159,581	$ 726,176	$ 364,194

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Retiree Health Insurance Subsidy Program

Plan Description

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Retiree Health Insurance Subsidy Program (Continued)

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2020, the contribution rate was 1.66% of payroll pursuant to section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The Authority's contributions to the HIS Plan were $7,931 for the year ended September 30, 2020.

Pension Costs

At September 30, 2020, the Authority reported a liability of $153,093 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The Authority's proportion of the net pension liability was based on the Authority's contributions received during the measurement period for employer payroll paid dates from July 1, 2019, through June 30, 2020, relative to the total employer contributions received from all participating employers. At June 30, 2020, the Authority's proportion was 0.001253851%, which was a decrease of 0.00015897% from its proportion measured as of June 30, 2019.

For the year ended September 30, 2020, the Authority recognized pension expense of $13,688 for its proportionate share of HIS's pension expense. In addition, the Authority reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 6,263	$ (118)
Changes in Actuarial Assumptions	16,462	(8,902)
Net Difference Between Projected and Actual Earnings on HIS Program Investments	122	-
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	20,134	(17,141)
Authority Contributions Subsequent to the Measurement Date	2,714	-
Total	$ 45,695	$ (26,161)

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Retiree Health Insurance Subsidy Program (Continued)

Pension Costs (Continued)

$2,714 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2021	$ 5,274
2022	4,206
2023	2,462
2024	3,937
2025	1,512
Thereafter	(571)

Actuarial Assumptions

The total pension liability in the July 1, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	2.21%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018 The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 2.21% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Retiree Health Insurance Subsidy Program (Continued)

Pension Liability Sensitivity

The following presents the Authority's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	1.21 %	2.21 %	3.21 %
Authority's Proportionate Share of the HIS Plan Net Pension Liability	$ 176,969	$ 153,093	$ 133,551

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Summary

The aggregate amount of net pension liability, deferred outlfows of resources, deferred inflows of resources, and pension expense for the Authority's defined benefit pension plans are summarized below. These liabilities are typically liquidated by the individual activity in which the employee's costs are associated.

Description	FRS Plan	HIS Plan	Total
Net Pension Liability	$ 726,176	$ 153,093	$ 879,269
Deferred Outflows of Resources Related to Pensions	255,577	45,695	301,272
Deferred Inflows of Resources Related to Pensions	25,170	26,161	51,331
Pension Expense	162,505	13,688	176,193

NOTE 7 DEFINED CONTRIBUTION PENSION PLAN

FRS Investment Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

NOTE 7 DEFINED CONTRIBUTION PENSION PLAN (CONTINUED)

FRS Investment Plan (Continued)

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Sebring Airport Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2020, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Sebring Airport Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's Investment Plan pension expense totaled $56,459 for the year ended September 30, 2020. Employee contributions to the Investment Plan totaled $6,513 for the year ended September 30, 2020.

NOTE 8 LONG-TERM DEBT

The summary of changes in long-term debt for the fiscal year ended September 30, 2020 is as follows:

	Balance October 1, 2019	Additions	Reductions	Balance September 30, 2020	Due Within One Year
Notes Payable	$ 2,353,295	$ 2,399,518	$ (1,120,908)	$ 3,631,905	$ 196,615
Capital Leases	76,823	-	(21,634)	55,189	20,564
Total	$ 2,430,118	$ 2,399,518	$ (1,142,542)	$ 3,687,094	$ 217,179

Notes payable at September 30, 2020 consisted of the following:

Description	Amount
Note payable to a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, due July 2028. Monthly payments of $4,575 through July 2018, including interest at 6%. Outstanding balance at July 21, 2018 paid in monthly payments of $4,625, including interest at 5.5%. Outstanding balance as of July 21, 2023 paid in monthly payments of principal and interest, calculated on a 5-year amortization, with interest based on the monthly average of the 5-year United States Treasury Bill index for June 2023 plus 4.5%. It is the Authority's intent to pay off the certificate by July 2023.	$ 348,594
Note payable to a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, due November 2023, $3,301 payable monthly, including interest at 5.5%.	114,714
Note payable to a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, with 12 months of interest only payments, followed by monthly payments of $11,780 including interest at 4%.	1,554,179

NOTE 8 LONG-TERM DEBT (CONTINUED)

Description	Amount
Note payable to a financial institution for improvements to industrial buildings with a maximum draw down of $3,000,000 available, collateralized by assignment of rent revenues, with 12 months of interest only payments at 5.5% interest, followed by 48 monthly payments of principal and interest, beginning August 18, 2020 calculated on a 20-year amortization of the outstanding principal balance as of July 18, 2020 with an interest rate of 5.5% per annum. Beginning August 18, 2024, 60 monthly payments of principal and interest calculated on a 15-year amortization of the outstanding principal balance as of July 18, 2024 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2024 plus 3.5%. Beginning August 18, 2029, 60 monthly payments of principal and interest calculated on a 10 year amortization of the outstanding principal balance as of July 18, 2029 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2029 plus 3.5%. Beginning August 18, 2034, 60 monthly payments of principal and interest calculated on a five-year amortization of the outstanding principal balance as of July 18, 2034 with interest based on the 5-year United States Treasury Bill index for July 18, 2034 plus 3.5%	$ 1,614,418
Total	3,631,905
Less: Current Portion	(196,615)
Long-Term Portion	$ 3,435,290

Annual debt service requirements as of September 30, 2020 are as follows:

Year Ending September 30,	Principal	Interest
2021	$ 196,615	$ 174,641
2022	206,600	164,661
2023	448,763	151,890
2024	1,565,198	118,741
2025	93,840	47,526
2026-2030	530,554	176,272
2031-2035	590,335	89,095
Total	$ 3,631,905	$ 922,826

NOTE 8 LONG-TERM DEBT (CONTINUED)

Capital Leases

On September 23, 2016, the Authority entered into a lease-purchase agreement with The Bancorp Bank dba: Mears Leasing for the purchase of a vehicle. Payments of $687, including interest at 4.17%, are due monthly.

On December 5, 2017, the Authority entered into a lease-purchase agreement with The Bancorp Bank dba: Mears Leasing for the purchase of a vehicle. Payments of $605, including interest at 5.59%, are due monthly.

On June 20, 2018, the Authority entered into a lease-purchase agreement with The Bancorp Bank dba: Mears Leasing for the purchase of a vehicle. Payments of $822, including interest at 5.92%, are due monthly.

These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date.

The assets acquired through capital leases are as follows:

Vehicles	$	117,665
Less: Accumulated Depreciation		(65,510)
Total	$	52,155

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2020 were as follows:

Year Ending September 30,		Amount
2021	$	23,150
2022		17,134
2023		11,109
2024		9,082
Total Minimum Lease Payments		60,475
Less: Amount Representing Interest		(5,286)
Present Value of Minimum Lease Payments	$	55,189

NOTE 9 LINES OF CREDIT

The Authority has a $500,000 line of credit for operating capital needs with a commercial bank at Prime as published by the Wall Street Journal, with a minimum rate of 5%, secured by lease income and other building income of buildings 108 and 104. The Authority also has a $2,000,000 line of credit to finance grant expenditures with a commercial bank at Prime, as published by the Wall Street Journal, with a minimum rate of 4.5%, secured by grant revenues.

Changes in the lines of credit for the fiscal year ended September 30, 2020 were as follows:

	Balance October 1, 2019	Additions	Reductions	Balance September 30, 2020
Line of Credit - Secured	$ 581,750	$ 8,809,367	$ (9,051,123)	$ 339,994

NOTE 10 MAJOR CUSTOMERS

A material part of the Authority's rent revenue is dependent upon three major customers and approximates total rents as follows:

	Percentage of Total Rent Revenue
Genpak	17.1 %
Sebring International Raceway, Inc.	12.0
Gulf Coast Supply & Manufacturing	11.7
Total	40.8 %

NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION

The following condensed financial information is presented to provide additional information on the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), and the U.S. Sport Aviation Institute, Inc. (Institute), blended component units of the Authority.

Condensed Combining Statement of Net Position

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
ASSETS				
Current Assets	$ 1,824,167	$ 1,800,349	$ 5,455	$ 3,629,971
Net Capital Assets	44,117,020	-	-	44,117,020
Total Assets	45,941,187	1,800,349	5,455	47,746,991
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Items	301,272	-	-	301,272
LIABILITIES				
Current Liabilities	986,998	-	-	986,998
Noncurrent Liabilities	4,717,224	-	-	4,717,224
Total Liabilities	5,704,222	-	-	5,704,222
DEFERRED INFLOWS OF RESOURCES				
Pension Related Items	51,331	-	-	51,331
NET POSITION				
Net Investment in Capital Assets	40,080,697	-	-	40,080,697
Restricted	-	1,800,349	5,455	1,805,804
Unrestricted	406,209	-	-	406,209
Total Net Position	$ 40,486,906	$ 1,800,349	$ 5,455	$ 42,292,710

NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)

Condensed Combining Statement of Revenues, Expense, and Changes in Net Position

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
OPERATING REVENUE				
Industrial Rentals	$ 2,185,123	$ -	$ -	$ 2,185,123
Test Track Rentals	117,133	-	-	117,133
Fixed Base Operations	1,016,491	-	-	1,016,491
Fire Protection Fees	87,950	-	-	87,950
CRA Incremental Tax Revenue	-	392,301	-	392,301
Miscellaneous Revenue	164,384	-	-	164,384
Total Operating Revenue	3,571,081	392,301	-	3,963,382
OPERATING EXPENSES				
Personal Services	992,404	-	-	992,404
Contractual Services	228,739	-	-	228,739
Professional Services	791,847	26,180	-	818,027
General Operating	1,547,940	18,759	-	1,566,699
Total Operating Expenses	3,560,930	44,939	-	3,605,869
OPERATING INCOME BEFORE DEPRECIATION	10,151	347,362	-	357,513
Depreciation	(1,974,970)	-	-	(1,974,970)
NET OPERATING INCOME (LOSS)	(1,964,819)	347,362	-	(1,617,457)
NONOPERATING REVENUE (EXPENSE)				
Interest Income	227	7,267	-	7,494
Operating Grants	6,321	-	-	6,321
Interest Expense	(220,076)	-	-	(220,076)
Miscellaneous Revenue	26,257	-	-	26,257
Insurance Recoveries	973,806	-	-	973,806
Total Nonoperating Revenue (Expense)	786,535	7,267	-	793,802
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(1,178,284)	354,629	-	(823,655)
Transfers In	154,118	-	-	154,118
Transfers Out	-	(145,118)	(9,000)	(154,118)
Capital Grants and Contributions	8,616,170	-	-	8,616,170
CHANGE IN NET POSITION	7,592,004	209,511	(9,000)	7,792,515
Net Position - Beginning of Year	32,894,902	1,590,838	14,455	34,500,195
NET POSITION - END OF YEAR	$ 40,486,906	$ 1,800,349	$ 5,455	$ 42,292,710

NOTE 11 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)

Condensed Combining Statement of Cash Flows

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
Net Cash Provided (Used) by Operating Activities	$ 190,525	$ 343,530	$ -	$ 534,055
Net Cash Used by Noncapital Financing Activities	6,321	-	-	6,321
Net Cash Provided (Used) by Capital and Related Financing Activities	(342,739)	(145,118)	-	(487,857)
Net Cash Provided by Investing Activities	227	7,267	-	7,494
Net Increase (Decrease) in Cash and Cash Equivalents	(145,666)	205,679	-	60,013
Cash and Cash Equivalents - Beginning of Year	1,354,119	1,594,670	5,455	2,954,244
Cash and Cash Equivalents - End of Year	$ 1,208,453	$ 1,800,349	$ 5,455	$ 3,014,257

NOTE 12 RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the Authority has engaged Public Risk Insurance Agency, a governmental insurance carrier, as its agent. This agency administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile crime, and worker compensation. The Authority is liable for deductibles on certain coverage. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

NOTE 13 RELATED PARTY TRANSACTIONS

A member of the Authority's board of directors is also a member of Heartland National Bank's board of directors. The Authority has debt held by Heartland National Bank in the amount of $2,417,723 as of September 30, 2020.

NOTE 14 COMMITMENTS, CONTINGENCIES AND SUBSEQUENT EVENTS

The Authority is party in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of legal counsel for the Authority, the resolution of these matters will not have a materially adverse effect on the financial condition of the Authority.

The Coronavirus Disease (COVID-19) pandemic continued subsequent to year-end. The pandemic is having a significant effect on global markets, supply chains, businesses, and communities. Management believes it is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

SEBRING AIRPORT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]
YEAR ENDED SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015
Authority's Proportion of the Net Pension Liability	0.001675476%	0.001714629%	0.001616574%	0.001457265%	0.001724597%	0.001768396%
Authority's Proportionate Share of the Net Pension Liability	$ 726,176	$ 590,494	$ 486,920	$ 431,049	$ 435,462	$ 228,412
Authority's Covered Payroll	$ 429,551	$ 472,524	$ 419,435	$ 367,444	$ 346,048	$ 350,588
Authority's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	169.05 %	124.97 %	116.09 %	117.31 %	125.84 %	65.15 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.85 %	82.61 %	84.26 %	83.89 %	84.88 %	92.00 %

*The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

SEBRING AIRPORT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS – FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]
YEAR ENDED SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 61,399	$ 53,479	$ 73,499	$ 13,838	$ 44,618	$ 39,240
Contributions in Relation to the Contractually Required Contribution	(61,399)	(53,479)	(73,499)	(13,838)	(44,618)	(39,240)
Contribution Deficiency (Excess)	$ -		$ -	$ -	$ -	$ -
Authority's Covered Payroll	$ 477,962	$ 458,655	$ 445,306	$ 392,244	$ 344,392	$ 330,241
Contributions as a Percentage of Covered Payroll	12.85 %	11.66 %	16.51 %	3.53 %	12.96 %	11.88 %

*The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

SEBRING AIRPORT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY –
HEALTH INSURANCE SUBSIDY PLAN [1]
YEAR ENDED SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015
Authority's Proportion of the Net Pension Liability	0.001253851%	0.001412823%	0.001369415%	0.001088064%	0.001120965%	0.001155592%
Authority's Proportionate Share of the Net Pension Liability	$ 153,093	$ 158,082	$ 144,941	$ 116,341	$ 130,643	$ 117,852
Authority's Covered Payroll	$ 429,551	$ 472,524	$ 419,435	$ 367,444	$ 346,048	$ 350,588
Authority's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	35.64 %	33.45 %	34.56 %	31.66 %	37.75 %	33.62 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	3.00 %	2.63 %	2.15 %	1.64 %	0.97 %	0.50 %

*The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

SEBRING AIRPORT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS – HEALTH INSURANCE SUBSIDY PLAN [1]
YEAR ENDED SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 7,931	$ 7,596	$ 7,393	$ 6,632	$ 5,719	$ 4,508
Contributions in Relation to the Contractually Required Contribution	(7,931)	(7,596)	(7,393)	(6,632)	(5,719)	(4,508)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll	$ 477,962	$ 458,655	$ 445,306	$ 392,244	$ 344,392	$ 330,241
Contributions as a Percentage of Covered Payroll	1.66 %	1.66 %	1.66 %	1.69 %	1.66 %	1.37 %

*The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

SEBRING AIRPORT AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE AUTHORITY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS [1]
YEAR ENDED SEPTEMBER 30, 2020

	2020	2019	2018
Total OPEB Liability			
Service Cost	$ 3,641	$ 2,778	$ 3,814
Interest	685	504	1,288
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience	(2,739)	2,429	(25,286)
Changes of Assumptions	570	416	190
Benefit Payments	-	-	(4,548)
Net Change in Total OPEB Liability	2,157	6,127	(24,542)
Total OPEB Liability - Beginning	15,499	9,372	33,914
Total OPEB Liability - Ending	$ 17,656	$ 15,499	$ 9,372
Covered Employee Payroll	$ 512,432	$ 410,334	$ 397,418
Total OPEB Liability as a Percentage of the Covered Employee Payroll	3.45 %	3.78 %	2.36 %

Notes to Schedule:

Benefit changes: There have been no substantive plan provision changes since the last full valuation.

Changes of assumptions: The following assumptions have been updated.

For the measurement date September 30, 2020, the following were updated:

- Discount rate as of the measurement date was updated to 2.41%.
- Mortality table was updated from SOA RPH-2017 Total Dataset Mortality Table fully generational using Scale MP-2017 to SOA PUB -201 General Headcount Weighted Mortality Table fully generational using Scale MP-2020.
- Turnover assumptions were updated to match the FRS actuarial valuation as of July 1, 2019.
- Health care trend rates have been reset to an initial rate of 8.0%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2019.

For the measurement date September 30, 2019, the following were updated:

- Discount rate as of the measurement date was updated to 3.58%
- Actuarial cost method was updated from Projected Unit Credit with linear proration to decrement to Entry Age Normal Level Percentage of Salary.
- The salary assumption was updated from 3.0% per year to match that of the FRS actuarial valuation as of July 1, 2017.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

Community Redevelopment Agency

Following is a schedule of deposits and withdrawals as required by Section 163.387(8), Florida Statutes. This schedule provides a source for all deposits and a purpose for all withdrawals for the fiscal year ended September 30, 2020.

SEBRING AIRPORT AUTHORITY
SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – CRA FUND
YEAR ENDED SEPTEMBER 30, 2020

	CRA
REVENUES	
CRA Incremental Tax Revenue	$ 392,301
Interest Income	7,267
Total Revenues	399,568
EXPENDITURES	
Professional Services	26,180
General Operating and Project Assistance	163,877
Total Expenditures	190,057
NET CHANGE IN NET POSITION	209,511
Net Position - Beginning of year	1,590,838
NET POSITION - END OF YEAR	$ 1,800,349

SEBRING AIRPORT AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2020

Grantor / Program Title	CFDA/ CSFA Number	Grant Identification Number	Passed Through to Subrecipients	Grant Expenditures
FEDERAL AWARDS				
Federal Aviation Administration Direct Programs				
Airport Improvement Program	20.106	3-12-0072-025-2018	$ -	$ 5,066,486
Airport Improvement Program	20.106	3-12-0072-023-2016	-	40,889
Airport Improvement Program	20.106	3-12-0072-027-2020	-	21,262
Total Airport Improvement Program			-	5,128,637
Total Federal Aviation Administration Direct Programs			-	5,128,637
U.S. Department of Homeland Security Indirect Program				
Executive Office of the Governor - Florida Division of Emergency Management				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Z0129	-	6,321
Total U.S. Department of Homeland Security Indirect Program:			-	6,321
Total Expenditures of Federal Awards			$ -	$ 5,134,958
STATE FINANCIAL ASSISTANCE				
Florida Department of Transportation				
Aviation Grant Programs	55.004	G1183	$ -	$ 562,943
Aviation Grant Programs	55.004	AQD60	-	123,024
Aviation Grant Programs	55.004	G1J92	-	81,252
Aviation Grant Programs	55.004	G0E58	-	4,543
Total Aviation Grant Programs			-	771,762
Intermodal Access Development Program	55.014	G1227	-	2,715,771
Total Intermodal Access Development Program			-	2,715,771
Total Florida Department of Transportation			-	3,487,533
Total Expenditures of State Financial Assistance			$ -	$ 3,487,533

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

SEBRING AIRPORT AUTHORITY
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2020

NOTE 1 GENERAL

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance presents the activity of all federal awards and state financial assistance programs of Sebring Airport Authority (Authority). The Authority reporting entity is defined in Note 1 to the Authority's basic financial statements for the year ended September 30, 2020. All federal awards and state financial assistance received from federal and state agencies are included in the schedule. The Authority did not receive any noncash assistance during the year. There were no loans or guarantees outstanding.

NOTE 2 BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented using the accrual basis of accounting which is described in Note 1 to the Authority's financial statements for the year ended September 30, 2020. Expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Authority has not elected to use the 10% de minimis indirect cost rate as allowed under Uniform Guidance.

NOTE 3 CONTINGENCIES

Grant monies received and disbursed by the Authority are for specific purposes and are subject to review by the grantor agencies. Such audits may result in request for reimbursement due to disallowed expenditures. Based upon prior experience, the Authority does not believe that such disallowances, if any, would have a material effect on the financial position of the Authority. As of February 19, 2021, there were no material questioned or disallowed costs as a result of grant audits in process or completed.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Sebring Airport Authority
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Sebring Airport Authority (Authority), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated February 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

Board of Directors
Sebring Airport Authority
Sebring, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the Sebring Airport Authority's (Authority) compliance with the types of compliance requirements described in the *OMB Compliance Supplement,* and the requirements described in the Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs and state projects for the year ended September 30, 2020. The Authority's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state projects applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit 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 Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits. Those standards, Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2020.

Report on Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

SEBRING AIRPORT AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FEDERAL PROGRAMS AND STATE PROJECTS
YEAR ENDED SEPTEMBER 30, 2020

Section I – Summary of Auditors' Results

Financial Statements

1.	Type of auditors' report issued:	Unmodified	
2.	Internal control over financial reporting:		
	• Material weakness(es) identified?	_____ yes	____x____ no
	• Significant deficiency(ies) identified?	_____ yes	____x____ none reported
3.	Noncompliance material to financial statements noted?	_____ yes	____x____ no

Federal Awards

1.	Internal control over state projects:		
	• Material weakness(es) identified?	_____ yes	____x____ no
	• Significant deficiency(ies) identified?	_____ yes	____x____ none reported
2.	Type of auditors' report issued on compliance for major federal programs:	Unmodified	
3.	Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	_____ yes	____x____ no

Identification of Major Federal Programs

CFDA Number(s)	**Name of Federal Program or Cluster**
20.106	Airport Improvement Program

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

SEBRING AIRPORT AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FEDERAL PROGRAMS AND STATE PROJECTS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

Section I – Summary of Auditors' Results (Continued)

Identification of Major Federal Programs (Continued)

Auditee qualified as low-risk auditee? _____ yes ____x____ no

State Financial Assistance

1. Internal control over state projects:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
2. Type of auditors' report issued on compliance for state projects: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Chapter 10.557, Rules of the Auditor General? _____ yes ____x____ no

Identification of Major State Projects

CSFA Number(s)	Name of State Project
55.014	Intermodal Access Development Program

Dollar threshold used to distinguish between Type A and Type B state projects: $ 750,000

SEBRING AIRPORT AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FEDERAL PROGRAMS AND STATE PROJECTS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

Section II – Financial Statement Findings

Our audit did not disclose and matters required to be reported in accordance with *Government Auditing Standards.*

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Section IV – Findings and Questioned Costs – Major State Projects

Our audit did not disclose any matters required to be reported in accordance with Chapter 10.557, Rules of the Auditor General.

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MANAGEMENT LETTER

Board of Directors
Sebring Airport Authority
Sebring, Florida

Report on the Financial Statements

We have audited the financial statements of the Sebring Airport Authority (Authority), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 19, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit 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 Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 19, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity and its component unit is contained in Note 1 to the financial statements.

Board of Directors
Sebring Airport Authority

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

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INDEPENDENT ACCOUNTANTS' REPORT

Sebring Airport Authority and the Florida Auditor General
Sebring, Florida

We have examined the Sebring Airport Authority's (Authority) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2020. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; during the year ended September 30, 2020.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2020

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WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the CRA as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 5 and 14 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 19, 2021, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
YEAR ENDED SEPTEMBER 30, 2020

As management of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), we offer the readers of the CRA's basic financial statements this narrative overview and analysis of the financial activities of the CRA for the year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

Financial Highlights

- The assets of the CRA exceeded its liabilities as of September 30, 2020 by $1,800,349 (net position).
- The CRA's total assets as of September 30, 2020 were $1,800,349.
- The CRA's total revenue was $399,568, consisting primarily of CRA Incremental Tax Revenue.
- The CRA's total expenses came to $190,057. General operating expense came to $18,759 and professional services expense consisted of $26,180. Project assistance to Sebring Airport Authority was $145,118 The increase in net position was $209,511

Overview of Financial Statements

The CRA's government-wide financial statements include the following:

- Statement of Net Position — reports the CRA's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year, and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Activities — reports the results of activity over the course of the fiscal year. It details the costs associated with operating the CRA and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the CRA's net position, which can be thought of as the difference between what the CRA owns (assets) and what the CRA owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the CRA.

Over time, significant changes in the CRA's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any CRA, the reader must also consider other nonfinancial factors such as fluctuations in the local economy, fluctuations in fuel prices, and the physical condition of the CRA's capital assets.

Net Position

The difference between an organization's assets and deferred outflows of resources and its liabilities and deferred inflows of resources equals its net position. The CRA's net position is classified as follows:

Net investment in capital assets — Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.

Restricted - Net position that can only be spent for specific purposes because of constraints imposed by external sources (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Unrestricted — Net position that is not invested in capital assets or subject to restrictions.

Condensed Financial Information

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position:

	2020	2019
ASSETS		
Current Assets	$ 1,800,349	$ 1,594,670
LIABILITIES		
Accounts Payable	-	3,832
NET POSITION		
Restricted	$ 1,800,349	$ 1,590,838

Assets increased $205,679 from the prior year, while liabilities decreased by $3,832 from the prior year. There was an increase in net position of $209,511 due to less project expenditures in the current year.

Condensed Financial Information (Continued)

Revenues, Expenses, and Changes in Net Position

	2020	2019
GENERAL REVENUE		
Incremental Tax Revenue	$ 392,301	$ 412,123
Interest Income, Net	7,267	9,306
Total General Revenue	399,568	421,429
EXPENSES		
Professional Services	26,180	12,520
General Operating Expenses	18,759	1,759
Transfer Out	145,118	330,000
Total Expenses	190,057	344,279
CHANGE IN NET POSITION	209,511	77,150
Net Position - Beginning of Year	1,590,838	1,513,688
NET POSITION - END OF YEAR	$ 1,800,349	$ 1,590,838

Total general expenses decreased by $154,222. The decrease was due largely to decreases in transfers out to Sebring Airport Authority for Project Assistance.

In fiscal year 2020, total general revenue was $399,568, while total general expenditures were $190,057. This resulted in a positive change in net position of $209,511.

Economic Factors and Next Year's Budgets and Rates

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is reported as a blended component unit of Sebring Airport Authority. Its Annual Budget was approved by Resolution 20-07 on September 17, 2020. The detailed budgets are available for review upon request.

Requests for Information

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed as follows:

Colleen Plonsky
Director of Finance
Sebring Airport CRA
128 CRA Lane
Sebring, FL 33870

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
GOVERNMENTAL FUND BALANCE SHEET AND STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash and Cash Equivalents	$ 1,800,349	$ -	$ 1,800,349
Total Assets	$ 1,800,349	-	1,800,349
FUND BALANCE/NET POSITION			
Fund Balance			
Restricted	$ 1,800,349	(1,800,349)	-
Total Fund Balance	$ 1,800,349	(1,800,349)	-
Net Position			
Restricted		1,800,349	1,800,349
Total Net Position		$ 1,800,349	$ 1,800,349

See accompanying Notes to Financial Statements.

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE AND STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

	General Fund	Adjustments	Statement of Activities
EXPENDITURES/EXPENSES			
Professional Services	$ 26,180	$ -	$ 26,180
General Operating	18,759	-	18,759
Sebring Airport Authority Project Assistance	145,118	-	145,118
Total Expenditures/Expenses	190,057	-	190,057
GENERAL REVENUES			
Incremental Tax Revenue	392,301	-	392,301
Interest Income	7,267	-	7,267
Total General Revenues	399,568	-	399,568
EXCESS OF REVENUES OVER EXPENDITURES	209,511	-	209,511
FUND BALANCE/NET POSITION			
Beginning of Year	1,590,838	-	1,590,838
END OF YEAR	$ 1,800,349	$ -	$ 1,800,349

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) was established by County ordinance on December 17, 1996 to grow and develop the boundaries of Sebring Regional Airport. Its mission is to eliminate blight and promote the redevelopment of the property within the CRA district. It achieves these goals through public-private partnerships and improvement of the public infrastructure. The CRA is governed by a board of seven members.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units and present only the financial position of the CRA, a component unit of the Sebring Airport Authority (Authority), and not the Authority as a whole.

As defined by accounting principles generally accepted in the United States of America established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as all component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Based on the application of these criteria, the CRA has determined there are no component units.

Basis of Presentation

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues, or expenditures/expenses of either fund category and (or) the governmental and enterprise combined) for the determination of major funds. The CRA has used GASB Statement No. 34 minimum criteria for major fund determination.

The accounts of the CRA are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Currently, the CRA has only one fund, the General Fund. The General Fund is the general operating fund of the CRA. It is used to account for all financial resources and expenditures.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., statement of net position and the statement of activities) report information on all activities of the CRA. The CRA reports only governmental activities; it does not have any business-type activities. Governmental activities are supported largely by tax increment funding.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues consist of grants and contributions that are restricted to meeting operational or capital requirements of a particular function. Payments received from taxes, insurance proceeds and other items not properly included as program revenues are reported as general revenues.

Separate financial information is provided for the governmental fund.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities for the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting.

Budgets and Budgetary Data

The following are the procedures in establishing the budget:

The CRA's executive director prepares the annual fiscal operating budget. The proposed budget is then presented to the CRA's board of directors for changes and final approval. Once adopted, the budget serves as legal authorization for expenditures.

Formal budgetary integration is employed as a management control device during the year for all governmental fund types. Budgets for the general fund are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP). All appropriations lapse at the close of the fiscal year.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance

The classifications of fund balances are described as follows:

Nonspendable Fund Balance – Amounts that cannot be spent because they are either not in spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained intact.

Restricted Fund Balance – Amounts that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts that can be spent only for specific purposes determined by a formal action of the CRA's highest level of decision-making authority. The CRA has not established a policy regarding authorization to commit fund balance.

Assigned Fund Balance – Amounts the CRA intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed. This intent can be expressed by the CRA's board or by the CRA's board delegating this responsibility to the CRA Coordinator through the budgeting process. The CRA has not established a formal policy regarding authorization to assign fund balance amounts for a specific purpose.

Unassigned Fund Balance – Amounts that are available for any purpose; these amounts can be reported only in the CRA's general fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the CRA considers restricted to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 DEPOSITS AND INVESTMENTS

Cash and cash equivalents as of September 30, 2020 consisted of:

Demand Deposits	$ 1,790,310
Local Government Surplus Trust Funds	10,039
Total	$ 1,800,349

Custodial Credit Risk is the risk that in the event of a bank failure the government's deposits may not be returned to it. Bank balances of the CRA's deposits at September 30, 2020 were $1,790,310. The CRA's monies must be deposited in banks designated as qualified public depositories by the chief financial officer, Florida Department of Financial Services. Therefore, the CRA's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the chief financial officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the CRA has no policy on custodial credit risk.

The CRA invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Throughout the year and as of September 30, 2020, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month LIBOR rates. These investments represented 17.8% of Florida PRIME's portfolio at September 30, 2020.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2020 was 48 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2020 was 63 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's.

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

Credit Risk (Continued)

On September 30, 2020, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 3 RISK MANAGEMENT

The CRA is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the CRA has engaged Public Risk Insurance Advisors, a governmental insurance carrier, as its agent. This agency administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile crime, and worker compensation. The CRA is liable for deductibles on certain coverage. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

NOTE 4 RELATED PARTY TRANSACTIONS

The members of the CRA board are also members of the board of the Authority. Transactions between the CRA and the Authority for the year ending September 30, 2020 include $145,118 of project assistance.

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Incremental Tax Revenue	$ 392,301	$ 392,301	$ 392,301	$ -
Interest Income	7,500	7,500	7,267	(233)
Total Revenues	399,801	399,801	399,568	(233)
EXPENDITURES				
Professional Services	16,800	31,800	26,180	5,620
General Operating	2,005	19,205	18,759	446
Sebring Airport Authority Project Assistance	139,810	144,095	145,118	(1,023)
Total Expenditures	158,615	195,100	190,057	5,043
NET CHANGE IN FUND BALANCE	241,186	204,701	209,511	4,810
Fund Balance - Beginning of Year	1,590,838	1,590,838	1,590,838	-
FUND BALANCE - END OF YEAR	$ 1,832,024	$ 1,795,539	$ 1,800,349	$ 4,810

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
NOTE TO BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

NOTE 1 BUDGETARY INFORMATION

Budgets are prepared and adopted annually for the general fund in accordance with procedures and time intervals prescribed by Florida Statutes. Accordingly the board adopted an annual budget for the general fund for the fiscal year ended September 20, 2020.

The annual budget serves as the legal authorization for expenditures. Expenditures cannot legally exceed the total amount budgeted for each account. All budget amendments, which change the legally adopted appropriations, are approved by the board, and may be amended at any CRA meeting prior to 60 days after the fiscal year-end. The level of control for appropriations is exercised at the account level. Appropriations lapse at year-end. Budgets are prepared using the same modified accrual basis as is used to account for actual transactions.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated February 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

CliftonLarsonAllen LLP
CLAconnect.com

MANAGEMENT LETTER

Board of Directors
Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
Sebring, Florida

Report on the Financial Statements

We have audited the financial statements of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), a component unit of Sebring Airport Authority, as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 19, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 19, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity is contained in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. The CRA contains no component units.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. Matters identified in our audit are reported in the Independent Accountants' Report on our testing of compliance with Sections 163.387(6) and (7), Florida Statutes.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the CRA's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

CliftonLarsonAllen LLP
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INDEPENDENT ACCOUNTANTS' REPORT

Sebring Regional Airport and Industrial Park
Community Redevelopment Agency
and the Florida Auditor General
Sebring, Florida

We have examined the Sebring Regional Airport and Industrial Park Community Redevelopment Agency's (CRA) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies, during the year ended September 30, 2020. Management of the CRA is responsible for the CRA's compliance with the specified requirements. Our responsibility is to express an opinion on the CRA's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

Our examination disclosed that the CRA did not submit the adopted budget to the Board of County Commissioners, as required by Florida Statue 163.387(6)(b); CRA expenditures exceeded the adopted budget at the legal level of budgetary control, as required by Florida Statute 189.016(3); and there is no documented plan in place for excess funds remaining at the end of the year, as required by Florida Statue 163.387(7).

In our opinion, except for the items described in the preceding paragraph, the CRA complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies; during the year ended September 30, 2020

This report is intended solely for the information and use of the CRA and the Auditor General, state of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
February 19, 2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit as cited in their second amended Holidays for 2021, to include the addition of the New Year's Eve holiday, and less the observances of the Rosh Hashanah and Yom Kippur holidays.**

STATEMENT OF ISSUE

The Tenth Judicial Circuit has provided a Second-Amended Holidays List of holidays they will be observing in 2021. Since 2012, the Board of County Commissioners has opted to adopt the same schedule with slight modifications. The change from the version previously adopted by the Board on October 6, 2020 is the addition of the New Year's Eve holiday on Friday, December 31, 2021.

RECOMMENDED ACTION

Move approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit as cited in their Second Amended Holidays for 2021 , to include the addition of the New Year's Eve holiday, and less the observances of the Rosh Hashanah and Yom Kippur holidays.

Attachments: 2021 Holiday Schedule- 2nd Amended.pdf
Board Policy 604 Holidays.pdf

TENTH JUDICIAL CIRCUIT

ELLEN S. MASTERS
CHIEF JUDGE OF THE CIRCUIT COURT
POLK COUNTY COURTHOUSE
POLK, HIGHLANDS, AND HARDEE COUNTIES
POST OFFICE BOX 9000
DRAWER J-145
BARTOW, FLORIDA 33831-9000
website: www.jud10.flcourts.org

STEPHANIE LAVOIE
JUDICIAL ASSISTANT

(863) 534-4669
(863) 534-4626 (FAX)

NICK SUDZINA
COURT ADMINISTRATOR

(863) 534-4686
(863) 534-4699 (FAX)

April 7, 2021

MEMORANDUM

TO: Judicial Employees, Tenth Judicial Circuit

FROM: Ellen S. Masters, Chief Judge

HOLIDAYS FOR 2021- (2nd AMENDED)

The following holidays will be observed by the State Courts System in the Tenth Circuit during the year 2021:

New Year's Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (Observed)	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Rosh Hashanah	Tuesday, September 7, 2021
Yom Kippur	Thursday, September 16, 2021
Veteran's Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Friday after Thanksgiving	Friday, November 26, 2021
Thursday before Christmas	Thursday, December 23, 2021
Christmas Day (Observed)	Friday, December 24, 2021
New Years Eve	Friday, December 31, 2021

xc: Chief Justice
State Courts Administrator
Tenth Circuit Bar
Board of County Commissioners (Hardee, Highlands, and Polk)
Sheriffs (Hardee, Highlands, and Polk)
State Attorney
Public Defender
Clerk of Court (Hardee, Highlands, and Polk)

POLICY 604 - HOLIDAYS

It is the policy of the Highlands County Board of County Commissioners (Board), to designate and observe certain days each year as holidays. The holiday schedule is adopted annually by the Board.

604:1 GENERAL PROVISIONS

1. The Board reserves the right to schedule work on an observed holiday.
2. When an approved holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When an approved holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
    a. Fire Rescue employees working 24-hour shifts will observe holidays on the regularly scheduled calendar day without regard to Saturday or Sunday.
3. If a listed holiday is observed on a day which is a regularly scheduled day off for an employee, the employee will not be compensated, nor may the employee take another day in lieu of the scheduled holiday. Refer to Policy 604:5 – Floating Holiday
4. Holiday pay for less than full-time employees shall be awarded at the rate of one (1) hour of holiday pay for each ten (10) hours worked during the pay period in which the holiday falls. For example, if a part-time employee is scheduled to work 20 hours during the pay period of the holiday, they would receive two (2) hours holiday pay, 30 hours scheduled, three (3) hours, 40 hours scheduled, four (4) hours, etc. to a maximum of 60 hours scheduled, six (6) hours holiday pay would be paid. Employees who work 70 hours or more would receive the full holiday benefit.
5. If an employee takes sick leave (including annual leave substituted for sick leave) on the day prior to or the day after an observed holiday, they may be required to provide written proof of illness in the form of a physician's statement of treatment. Failure to provide such proof of illness when requested shall result in the employee not being paid for such sick leave and/or loss of holiday pay for the observed holiday, and may result in disciplinary action, up to and including termination.
6. Employees on unpaid leaves of absence shall not be entitled to holiday pay for any holiday that falls during any period of unpaid leave.
7. The Board recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the Board's list of observed holidays. Employees requesting to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the ability of the department to conduct business, providing prior approval has been obtained from the employee's Supervisor. Employees may use accumulated paid annual leave on such occasions, or they may take such time off as an unpaid, excused absence.
8. Mandatory Holiday Duty. Exempt employees that are required to work on a scheduled holiday for the convenience and necessity of the Board may be granted administrative leave at straight time for the period worked if the total hours for the work week exceeds the standard work week hours. Prior approval by the County Administrator is required.
    a. Fire Rescue employees that are required to work on a scheduled holiday will be paid holiday pay.
9. Other Agency Holidays. Board personnel with shared employment with the University of Florida Extension Service, Courthouse, and other employees in similar situations,

may observe holidays of that organization, or of the Board. The total number of holidays for Board employees with shared employment may exceed the total number of days provided to Board employees annually.

604:2 FLOATING HOLIDAY

1. Two (2) floating holidays per calendar year are provided for those employees working in a division whose mandatory work schedule prohibits them from participating in the regularly observed holidays. This policy applies to:
   a. Library staff whose offices normal operating hours are Tuesday thru Saturday and therefore are unable to benefit from holidays observed on Mondays.
   b. Solid Waste staff whose normal operating hours are set based on the operating schedule of the Solid Waste hauler and who therefore are unable to benefit from holidays observed by the Board.
   c. This policy does not apply to employees within the Library system or Solid Waste who work a Monday through Friday work schedule.
2. Where an employee's work schedule is established to accommodate the needs of the Board, the County Administrator may grant an employee up to two (2) floating holidays on a case-by-case basis. Approval will be documented in the employees personal file.
3. Floating holidays will be applied to an applicable employee's available leave balances on the first business day in January of each year. To be eligible for receipt of a Floating Holiday, employees in positions approved for Floating Holidays must be employed in the position at the time of application of that Floating Holiday to that Employee's leave balance.
4. Floating Holidays must be scheduled in advance and approved in accordance with the County's leave policy.
5. Floating Holidays must be used during the calendar year which they are granted.
6. Floating Holidays are not compensable upon separation of employment.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 23, 2021

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

SUBJECT/TITLE: **Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Windy Point Park Fishing Tournament Facility Improvements.**

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

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

FISCAL IMPACT

The fiscal impact will be an increase to Fund 152 (Tourist Development) not to exceed $10,669 and will be appropriated in cost center 5306 (Tourist Dev - Lakes) when received.

Attachments:
2020 Award Notification - Highlands County.pdf
20148 Highlands County - Agreement -bee.pdf
20148 Highlands County - Attachment A - SOW FBIP.pdf
20148 Highlands County - Attachment B - Requirements of the Federal and Florida SAA.pdf
20148 Highlands County - Attachment C - Monitoring Guidelines.pdf
20148 Highlands County - Attachment D - Cost Reimbursement Requirements.pdf
20148 Highlands County - Attachment E - Performance Tracking and Reporting Forms.xlsx

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Rodney Barreto
Coral Gables

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

September 22, 2020

Chantel Brutus, Tourist Development Admin. Asst.
Highlands County Board of County Commissioners
501 South Commerce Avenue
Sebring, FL 33875

RE: Florida Boating Improvement Program Application #20-015
Windy Point Fishing Tournament Facility Improvements

Chantel Brutus:

The Florida Boating Improvement Program (FBIP) Evaluation Committee met on June 25, 2020 to score and rank applications for fiscal year 2020-2021 funding. Based on the score the application received and the funding that the program has available to obligate, I am pleased to inform you that your project has been awarded up to $10,669 in funding.

Do not begin work on the project until a grant agreement has been signed by both parties. The Florida Fish and Wildlife Conservation Commission will provide the Highlands County Board of County Commissioners with a grant agreement for review. The FBIP will not reimburse the applicant/grantee for any funds spent prior to the execution of a grant agreement unless pre-award costs were requested in your application and pre-approved.

If you have any questions, please contact me at (850) 617-9559 or by email at Nickie.Stricker@MyFWC.com or at FBIP@MyFWC.com.

Sincerely,

Nickie Stricker, Program Administrator
Florida Boating Improvement Program
Boating and Waterways Section

/ns

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20148

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 20148	**State Award Year(s):** 2020
State Award Name(s): Highlands County – Windy Point Fishing Tournament Facility Improvements	

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

WHEREAS, the Commission and Grantee have partnered together to extend the boarding dock, construct a new ADA wheelchair accessible sidewalk, and construct a new weigh-in station at the Windy Point Boat Ramp in Highlands County; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program #20148; and,

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

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

1. PROJECT DESCRIPTION.

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

2. PERFORMANCE.

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

3. AGREEMENT PERIOD.

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

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,669.00.

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

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

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

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

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

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

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

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

https://www.myfloridacfo.com/Division/AA/Vendors/default.htm

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

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

5. RETURN OR RECOUPMENT OF FUNDS.

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

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

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

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

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

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

7. MONITORING.

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

8. TERMINATION.

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

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

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

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

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

9. REMEDIES.

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

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

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

10. NOTICES AND CORRESPONDENCE.

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

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

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

11. AMENDMENT.

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

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

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

12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

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

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

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

B. Purchase or Improvement of Real Property

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

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

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

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

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

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

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

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

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

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

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

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

13. RELATIONSHIP OF THE PARTIES.

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

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

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

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

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

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

14. SUBCONTRACTS.

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

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

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

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

15. MANDATORY DISCLOSURE.

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

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

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

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

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

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

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

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

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

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

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

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

16. INSURANCE.

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

17. SPONSORSHIP.

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

18. PUBLIC RECORDS.

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

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

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

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

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

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

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

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

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

19. COOPERATION WITH INSPECTOR GENERAL.

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

20. SECURITY AND CONFIDENTIALITY.

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

21. RECORD KEEPING REQUIREMENTS.

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

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

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

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

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

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

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

23. FEDERAL COMPLIANCE.

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

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

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

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

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

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

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

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

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

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

G. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

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

I. Prohibition against Lobbying.

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

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

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

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

25. CONTRACT-RELATED PROCUREMENT.

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

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

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

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

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

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

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

26. PROFESSIONAL SERVICES.

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

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

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

27. INDEMNIFICATION.

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

28. NON-DISCRIMINATION.

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

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

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

30. NO THIRD-PARTY RIGHTS.

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

31. JURY TRIAL WAIVER.

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

32. PROHIBITION OF UNAUTHORIZED ALIENS.

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

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

i. **Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.

iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

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

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

35. TIME IS OF THE ESSENCE.

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

36. ENTIRE AGREEMENT.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

Highlands County Board of County Commissioners	Florida Fish and Wildlife Conservation Commission
_____	_____
Signature	Executive Director (or designee)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form and legality:

Brandy E. Elliott
_____
FWC Attorney Signature

Attachments in this Agreement include the following:

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

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: In June 2019, the Highlands County Board of County Commissioners (Grantee) began a series of meetings with fishing tournament directors and the Friends of Lake Istokpoga. During the meetings it was determined the Windy Point Boat Ramp did not have adequate dock space and facilities to accommodate fishing tournament needs. The purpose of this project is to expand the dock and improve the tournament facilities at Windy Point.

B. Project Benefits: This project will improve boating access by increasing the capacity of the boarding dock. It will also improve accessibility by providing an ADA compliant wheelchair accessible sidewalk.

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

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

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $10,669.

A. **Deliverable 1**: The Grantee will, through its own staff or contracted services, construct and install the Windy Point Fishing Tournament Facility improvements.

Deliverable 1 Tasks:

- Add 40 linear feet to the floating boarding dock,
- Construct a new, 20-foot by 30-foot weigh-in station,
- Construct a new walkway to the weigh-in station, and;
- Construct a new, ADA compliant wheelchair accessible sidewalk to the weigh-in station and boarding dock

Compensation: Total payment for this deliverable will not exceed $10,669.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide proof of services rendered; invoices; and photographs of the boarding dock extension, weigh-in station, walkway, and sidewalk once completed. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

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

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

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

4. PERFORMANCE

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

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

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

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

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

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-015, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

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

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

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

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

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee

loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

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

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

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

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,669. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
1	Permitting & Project Inspection Fees	$0	$300	$300
1	Site Preparation	$0	$700	$700
	Demolition & Removal	$0	$0	$0
1	Construction	$10,669	$3,831	$14,500
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
1	Other Costs	$0	$6,016.50	$6,016.50
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$10,669**	**$10,847.50**	**$21,516.50**
	PERCENTAGE	**49.58%**	**50.42%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 50.42% of the ~~cost of the~~ total cost of the project as indicated in FBIP Grant Application No. 20-015. The total compensation by the Commission shall be $10,669 or 49.58% of the total cost, whichever is less.

C. Pre-Award Costs: No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

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

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $21,516.50. The Commission agrees to reimburse the Grantee for an amount not to exceed $10,669 or 49.58% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $10,847.50 or 50.42% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

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

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

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**

- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

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

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

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

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

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

7. MONITORING SCHEDULE

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

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period

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

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

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

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

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

8. INTELLECTUAL PROPERTY RIGHTS

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

9. SUBCONTRACTS

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

10. INSURANCE

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

11. SECURITY AND CONFIDENTIALITY

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

12. RECORD KEEPING REQUIREMENTS

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

13. NON-EXPENDABLE PROPERTY

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

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

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

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

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

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

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

Attachment B
AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

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

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

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

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

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

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

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

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

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

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

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

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

A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

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

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

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

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

PART III: REPORT SUBMISSION

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

1. The Commission at the following address:

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

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

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

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

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

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

1. The Commission at the following address:

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

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

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

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

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

- End of Attachment –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

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

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

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program	$10,699.00
	Total State Awards	$10,699.00

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

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

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

- End of EXHIBIT 1 -

Monitoring Guidelines

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

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

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

No Conflict of Interest:

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

Frequency of annual monitoring activity:

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

Areas that will be examined may include:

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

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

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

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

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

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

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

On-Site Monitoring Protocol:

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

Site Visit Preparation:

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

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

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

On-Site Monitoring Visit:

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

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

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

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

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

Post Monitoring Visit:

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

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

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

Attachment D
COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

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

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

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

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

AGREEMENT# 20148

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

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

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

FORM 1A

Completing the Quarterly Report

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

Financial History

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

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

Performance Tracking

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

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

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

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 1B

Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

Timeline of Events for Reporting Quarter

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

Other

List any additional project information.

Technical Assistance

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

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

FORM 2

Completing Reimbursement Request FORM 2

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

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

FORM 3

Detail Of Claims

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

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

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

ATTACHMENT E
FWC BOATING ACCESS GRANTS
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 4

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

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

FORM 5

Instructions for Completing the Certification of Completion Statement

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

FORM 6

Completing the Final Project Closeout Report

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

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

Date Expenditure(s) Payment Received

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

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

Program Income, Refund And/or Final Interest Check

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

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

FORM 7

Post Award Use & Access Annual Report

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

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

FORM 8

Subcontractor List

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

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
FINANCIAL HISTORY & PERFORMANCE TRACKING
ATTACHMENT E - FORM 1A

Recipient/Subrecipient

Highlands County BOCC
600 South Commerce Ave.
Sebring, FL 33870
Chantel Brutus
(863) 402-6909

AGREEMENT#	20148

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

Period:	Select Period of Performance	

Financial History Report

For directions click link Instructions

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

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

Performance Tracking

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

Cumulative Amount Previously Submitted for Reimbursement _____ Total Received _____

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

Signed:_____ Date: _____
Grant Manager

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

Signed:_____ Date: _____
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

FWC BOATING ACCESS GRANTS
Quarterly Status Report
ATTACHMENT E - FORM 1B

Recipient/Subrecipient

Highlands County BOCC
600 South Commerce Ave.
Sebring, FL 33870
Chantel Brutus

AGREEMENT# 20148

INSTRUCTIONS

For instructions on completing

click the HELP button

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

TIMELINE OF EVENTS FOR REPORTING PERIOD

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

TECHNICAL ASSISTANCE

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

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

Signed:_____ Date: _____

Grant Manager

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA

FWC BOATING ACCESS GRANTS

REIMBURSEMENT REQUEST

ATTACHMENT E - FORM 2

Recipient/Subrecipient
Highlands County BOCC
600 South Commerce Ave.
Sebring, FL 33870
Chantel Brutus
(863) 402-6909

AGREEMENT# 20148

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

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

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

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

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

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

Signed:_____ Date: _____

Grant Manager

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

Signed:_____ Date: _____

Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

TO BE COMPLETED BY FWC STAFF

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

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

DATE SUBMITTED TO FWC _____

STATE OF FLORIDA

FWC BOATING ACCESS GRANTS

DETAIL OF CLAIMS BY CATEGORY

ATTACHMENT E - FORM 3

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

Recipient/Subrecipient: lighlands County BOC **AGREEMENT #** 20148

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

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

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
TIME AND EFFORT
ATTACHMENT E - FORM 4

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

Employee Name: _____ **Agreement:** 20148

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

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

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.	**I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.**
Employee Signature: **Date:**	**Supervisor Signature:** **Date:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
ATTACHMENT E - FORM 5

CERTIFICATION OF COMPLETION STATEMENT

Grant Program: **FWC Agreement #** 20148

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

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 20148 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

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

CERTIFICATION BY COMMISSION

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

_____
(Division)

_____ _____
(Signature) (Date)

_____
(Print ot Type Name and Title)

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

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

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

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

Highlands County BOCC **RECIPIENT / SUBRECIPIENT**	20148 **AGREEMENT #**
600 South Commerce Ave. **ADDRESS**	**$ -** **AGREEMENT AMOUNT**
Sebring, FL 33870 **CITY AND STATE**	**AGREEMENT PERIOD OF PERFORMANCE**

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

(3) DATE EXPENDITURE(S) PAYMENT RECEIVED DATE*	(4) AMOUNT
Total	$ -

Please Indicate Amounts For The Following:

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

Was income earned on the project during the POP? Y/N	
Were funds expended in accordance with agreement terms? Y/N	
All quarterly reports submitted up to current reporting period? Y/N	
Certification of Completion & photos submitted? Y/N	

REFUND AND/OR PROGRAM INTEREST CHECK

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

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

Make check payable to :	**Florida Fish & Wildlife Conservation Commission**
	Grants & Revenue Section Florida Fish & Wildlife Conservation Commission
	620 S. Meridian Street Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N

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

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

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

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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

Recipient: **Highlands County BOCC** **FWC AGREEMENT #** **20148**

Project Title: _____

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

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

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

Indicate the amount of revenue collected from any permits or fees for the use of the facilities. $ Is this amount Actual or Estimated?

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

Estimate the number of annual users of the facilities.

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

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

Signed: _____ Date: _____

Title: _____

Submitted by: _____

Title: _____

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
ATTACHMENT E - FORM 8

AGREEMENT# 20148

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 23, 2021

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

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

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

FISCAL IMPACT

No Fiscal Impact

Attachments: 20148 Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form).docx
20148 Highlands County - Attachment A - SOW FBIP.pdf

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

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

DEDICATOR

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

STATE OF FLORIDA
COUNTY OF _____

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

Stamp:

_____
Notary Public, State of Florida

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: In June 2019, the Highlands County Board of County Commissioners (Grantee) began a series of meetings with fishing tournament directors and the Friends of Lake Istokpoga. During the meetings it was determined the Windy Point Boat Ramp did not have adequate dock space and facilities to accommodate fishing tournament needs. The purpose of this project is to expand the dock and improve the tournament facilities at Windy Point.

B. Project Benefits: This project will improve boating access by increasing the capacity of the boarding dock. It will also improve accessibility by providing an ADA compliant wheelchair accessible sidewalk.

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

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

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $10,669.

A. **Deliverable 1**: The Grantee will, through its own staff or contracted services, construct and install the Windy Point Fishing Tournament Facility improvements.

Deliverable 1 Tasks:

- Add 40 linear feet to the floating boarding dock,
- Construct a new, 20-foot by 30-foot weigh-in station,
- Construct a new walkway to the weigh-in station, and;
- Construct a new, ADA compliant wheelchair accessible sidewalk to the weigh-in station and boarding dock

Compensation: Total payment for this deliverable will not exceed $10,669.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide proof of services rendered; invoices; and photographs of the boarding dock extension, weigh-in station, walkway, and sidewalk once completed. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

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

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

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

4. PERFORMANCE

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

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

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

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

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

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-015, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

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

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

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

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

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee

loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

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

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

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

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,669. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
1	Permitting & Project Inspection Fees	$0	$300	$300
1	Site Preparation	$0	$700	$700
	Demolition & Removal	$0	$0	$0
1	Construction	$10,669	$3,831	$14,500
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
1	Other Costs	$0	$6,016.50	$6,016.50
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$10,669**	**$10,847.50**	**$21,516.50**
	PERCENTAGE	**49.58%**	**50.42%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 50.42% of the ~~cost of the~~ total cost of the project as indicated in FBIP Grant Application No. 20-015. The total compensation by the Commission shall be $10,669 or 49.58% of the total cost, whichever is less.

C. Pre-Award Costs: No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

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

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $21,516.50. The Commission agrees to reimburse the Grantee for an amount not to exceed $10,669 or 49.58% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $10,847.50 or 50.42% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

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

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

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**

- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

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

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

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

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

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

7. MONITORING SCHEDULE

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

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period

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

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

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

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

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

8. INTELLECTUAL PROPERTY RIGHTS

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

9. SUBCONTRACTS

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

10. INSURANCE

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

11. SECURITY AND CONFIDENTIALITY

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

12. RECORD KEEPING REQUIREMENTS

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

13. NON-EXPENDABLE PROPERTY

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

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

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

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Richard Fleeger, Parks & Facilities Management Superintendent**
SUBJECT/TITLE:	**Request approval of two Agreements between Clarke Pest Control Services, Inc. and Highlands County Board of County Commissioners; and between TWQ, LLC and Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

On November 28, 2020 the County issued a Request for Proposal 21-002 for pest control services for County Facilities, EMS/Fire Services and Special District Facilities. The County received three (3) proposals, which were opened on December 29, 2020. The evaluation committee reviewed the proposals and recommended awarding an Agreement to Clarke Pest Control Services, Inc. for services in County Facilities and EMS/Fire Services and awarding an Agreement to TWQ, LLC for the Special District Facilities.

Attached are two Agreements, one between Clarke Pest Control Services, Inc. and Highlands County Board of County Commissioners and one between TWQ, LLC and Highlands County Board of County Commissioners. The terms for both Agreements will be for a period of three (3) years and may be extended two (2) times for a period of one (1) year upon mutual agreement of the Parties.

The annual cost for pest control services for County Facilities, EMS and Fire Services and Special District Facilities is $7,525.00.

RECOMMENDED ACTION

Move to approve Agreements between Clarke Pest Control Services, Inc. and the Highlands County Board of County Commissioners for services at County Facilities, Fire and EMS Services; and between TWQ, LLC and Highlands County Board of County Commissioners for Special District Facilities.

FISCAL IMPACT

No Fiscal Impact. Pest Control Services were budgeted for FY 2020-2021.

Attachments: 21-002 Agreement Clarke.pdf
21-002 Agreement TWQ LLC-031121.pdf
21-002 Contract Summary Information.doc
Pest Control Award.pdf

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **Clarke Pest Control Services, Inc.**, 309 S. Main Avenue, Lake Placid, Florida 33852, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Pest Control Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-002; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-002; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.
The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.
The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended for two (2) additional one (1) years terms at the same pricing.

SECTION 3. SCOPE OF SERVICES.
The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.
The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR. Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY.

Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the 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 **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the 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.

SECTION 10. INSURANCE.

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

1. AUTOMOBILE: The 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.
2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the 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 COUNTY as a Certificate Holder on all applicable policies with the following clause:

   Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers.
   600 South Commerce Avenue, Sebring, FL 33870

4. All 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.
5. Recognizes the Indemnification requirements of this Agreement.
6. The name of the insurer,
7. The number of the policy,
8. The effective date,
9. The termination date,
10. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

D. The 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, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS. At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. PUBLIC RECORDS.

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
PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 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 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.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, 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 CONTRACTOR will retain sole and absolute discretion in the

judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, 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.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is

understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. 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.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County Attn: Randy Vosburg/County Attorney's Office/Purchasing 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Sherry G. Sutphen, Esquire *County Attorney* 600 South Commerce Avenue Sebring, Florida 33870 Ssutphen@bellroperlaw.com
CONTRACTOR:	Clarke Pest Control Services, Inc. 309 S. Main Ave. Lake Placid, FL 33852

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR 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.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. 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.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. 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.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

CONTRACTOR
CLARKE PEST CONTROL SERVICES, INC.
A Florida corporation

By: _____

Print: Donald J. Clarke

Title: President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp) BLANCA MORGAN
Notary Public - State of Florida
Commission # HH 098083
My Comm. Expires Apr 16, 2025

_____
NOTARY PUBLIC, State of Florida

COUNTY:

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By Its Board of County Commissioners

_____
Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

G:\COUNTY\PURCHASING DEPT\ITB 21-002\Clarke Pest Control Contract - 021821.docx

Exhibit "A"
Scope of Services

A) BACKGROUND: Highlands County proposes to have an "Integrated pest Management" program to cover all County owned or leased facilities on a, as-needed recurring basis. Specifications have been prepared and included herein for the required work.
C) PROJECT MANAGER:
1. County and Fire Facilities: Mr. Richard Fleeger, Superintendent of the Parks and Facilities Department.
D) GENERAL INFORMATION:
1. The Contractor agrees to provide services for the control of invading pests such as roaches, ants, fleas, rodents, spiders, silverfish, etc. Nests, i.e., bee, wasp, mud dauber, spiders, etc., contained inside, or attached to, any building, adjacent shrubbery, walkways, parking areas, or common public access areas, etc. to the contracted facility will be treated and removed as part of the basic contract, without additional costs. Priority shall be given to public access areas or employee entrance areas where any stinging and/or biting insects are observed or located.
2. Rodent control is also required at all facilities.
3. Flea control is an included service and if required, will be done as needed.
4. The schedule for services is at the discretion of the County and can be monthly, quarterly, or yearly. The Project Manager or their designee will provide a Purchase Order and schedule for each service requested.
5. The first treatment for all listed buildings must be within 60 days of purchase order issuance.
6. A thorough full facility treatment is to be conducted as requested by the County not less than one time per year.
7. Exterior treatments are to cover no less than a 10' perimeter around the exterior for the facility.
8. The Contractor agrees to make return call visits, without charge, to eliminate any infestation that occurs between scheduled services.
9. The Contractor agrees to use only chemicals in and around the County's premises that conform to Federal, State, and local laws, and regulations. All chemical applications shall be used in accordance with manufacturer's guidelines and with all due precautions to prevent contamination of humans, domestic animals, and/or pets.
10. The Contractor agrees to not use any chemicals in or around contracted facilities that have not been previously approved of by the County's Superintendent of Parks and Facilities, Director or designated representative. Material Data Safety Sheets (MSDS) must be on file in the Facilities Management Office prior to any chemical being utilized by the Contractor on County facilities.
11. Pest control treatment for the Road and Bridge Complex include out buildings behind the main facility.
12. The Contractor may utilize any existing rodent traps located at facilities, however, it is expected that the Contractor will supply and/or maintain other traps or methods not provided by the County.
13. Please note that pest control service is also required in any parking bay such as those located in the Volunteer Fire Departments (VFD) and the Weed Control facility, also to include covered sidewalks' and over hangs for facility entrance ways.
14. The Contractor's failure or omission of the Contractor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work, their general and local conditions, and all matters which may in any way affect performance, shall not relieve the Contractor of any obligation to perform as specified herein. The Contractor understands the intent and purpose thereof and their obligations

there under and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
15. This scope of work is mainly for the interior and exterior of our buildings. However, any infestation into any building must be treated and eliminated regardless of where it originates.

-END OF SECTION-

Exhibit "B"
Pricing Schedule
21-002 ITB - PEST CONTROL SERVICES / IITEMIZED BID FORM
County
Facilities

#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Fleas Control
1	Avon Park	Avon Park Public Library	100 N. Museum Ave.	11,744	$100.00	Included	Included
2	Avon Park	Avon Park Tag Office and NuHope	116 E. Main St.	5,652	$75.00	Included	Included
3	Avon Park	AP Health Dept.	400 S. Lake Ave.	504	$50.00	Included	Included
4	Avon Park	Road & Bridge Office Unit 1	516 CR 17A	1,850	$50.00	Included	Included
5	Avon Park	Road and Bridge, Unit 1	516 CR 17A	2,898	$50.00	Included	Included
6	Lake Placid	Lake Placid Health Department	104 N. Main St.	13,300	$75.00	Included	Included
7	Lake Placid	Lake Placid Tax Collector's Office	11 N. Pine St.	2,679	$50.00	Included	Included
8	Lake Placid	Star Center	13639 Josephine Ave	1,404	$50.00	Included	Included
9	Lake Placid	Road & Bridge, Unit 3 Barn 1	1815 CR 621	3,328	$50.00	Included	Included
10	Lake Placid	Road & Bridge, Unit 3 Barn 2	1815 CR 621	2,560	$50.00	Included	Included
11	Lake Placid	Lake Placid Public Library	205 W Interlake Blvd.	11,358	$75.00	Included	Included
12	Lake Placid	Istokpoga Park Restroom Building	720 Istokpoga Park Access Rd.	280	$50.00	Included	Included
13	Lorida	Lorida Community Center	1909 Oak Ave.	6,020	$50.00	Included	Included
14	Sebring	Land Fill (Behind Bldg #2)	12700 Arbuckle Creek	480	$50.00	Included	Included
15	Sebring	Land Fill Office	12700 Arbuckle Creek	1,560	$50.00	Included	Included
16	Sebring	Land Fill Scale House	12700 Arbuckle Creek	516	$50.00	Included	Included
17	Sebring	Land Fill Shooting Range	12700 Arbuckle Creek	3,480	$50.00	Included	Included

18	Sebring	Land Fill Shop	12700 Arbuckle Creek	2,800	$50.00	Included	Included
19	Sebring	Land Fill Bldg (Beside Shop)	12700 Arbuckle Creek	1,080	$50.00	Included	Included
20	Sebring	Sebring Public Library	319 W. Center Ave.	16,011	$75.00	Included	Included
21	Sebring	Courthouse	430 S. Commerce Ave.	69,862	$200.00	Included	Included
22	Sebring	State Attorneys	430 S. Commerce Ave.	9,447	$75.00	Included	Included
23	Sebring	Govt Annex(eng.planning, bldg ,zoning)	501 S. Commerce Ave.	23,162	$200.00	Included	Included
24	Sebring	Government Center	540 S. Commerce Ave.	60,347	$200.00	Included	Included
25	Sebring	Public Defender	510 S. Fernleaf Ave.	4,964	$50.00	Included	Included
26	Sebring	Facilities Management Warehouse	636 S. Fernleaf Ave.	2,900	$50.00	Included	Included
27	Sebring	Facilities Management Office	636 S. Fernleaf Ave.	2,496	$50.00	Included	Included
28	Sebring	Desoto City Community Center	6305 CR 17 S.	1,170	$50.00	Included	Included
29	Sebring	Children's Advocacy Center	1000 Sebring Parkway	13,495	$75.00	Included	Included
30	Sebring	Warehouse	4242 George Blvd.	2,080	$50.00	Included	Included
31	Sebring	Road & Bridge Unit 2 Barn	4242 George Blvd.	18,250	$75.00	Included	Included
32	Sebring	Road & Bridge Unit 2	4242 George Blvd.	1,188	$50.00	Included	Included
33	Sebring	Road & Bridge Office/Shop	4344 George Blvd.	23,560	$100.00	Included	Included
34	Sebring	Sign & Signal Shop	4344 George Blvd.	4,153	$50.00	Included	Included
35	Sebring	Carpenter Shop	4344 George Blvd.	7,903	$50.00	Included	Included
36	Sebring	Road & Bridge Wash Shed	4344 George Blvd.	1,925	$50.00	Included	Included
37	Sebring	Weed Control Office/Barn	4344 George Blvd.	4,000	$50.00	Included	Included
38	Sebring	Welding Shop	4344 George Blvd.	4,480	$50.00	Included	Included

39	Sebring	Parks & Recreation Office/Barn	4344 George Blvd.	4,064	$50.00	Included	Included
40	Sebring	Agri Civic Center	4509 George Blvd.	24,699	$100.00	Included	Included
41	Sebring	AG Civic Center - Maintenance Barn	4509 George Blvd.	1,472	$50.00	Included	Included
42	Sebring	Sebring Health Department	7205 S. George Blvd.	26,149	$100.00	Included	Included
43	Sebring	Veterans Services	7205 S. George Blvd.	4,018	$75.00	Included	Included
44	Sebring	Old County Land Fill Office	6000 Skipper Rd.	280	$50.00	Included	Included
45	Sebring	Scale House (Desoto City Land Fill)	6000 Skipper Rd.	559	$50.00	Included	Included
46	Sebring	Solid Waste Recycling Facility Office	6000 Skipper Rd.	1,680	$75.00	Included	Included
47	Sebring	Recycling Administration Office	6000 Skipper Rd.	720	$75.00	Included	Included
48	Sebring	Recycling Storage Building	6000 Skipper Rd.	1,080	$75.00	Included	Included
TOTAL FOR COUNTY BUILDINGS (total each column)					$3,325.00	$0.00	$0.00

21-002 ITB - PEST CONTROL SERVICES / IITEMIZED BID FORM

Fire Service

#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Fleas Control
49	Avon Park	Highlands Lake VFD #1	2840 N. Highlands Blvd.	5,150	$75	Included	Included
50	Avon Park	Highlands Lake VFD #2	2450 CR 64 E.	1,831	$75	Included	Included
51	Lake Placid	Highlands Park VFD #33A	1317 Columbus St.	6,990	$75	Included	Included
52	Lake Placid	Highlands Park VFD Garage #33B	1321 Columbus St.	4,000	$75	Included	Included
53	Lake Placid	Lake Placid Fire Department #36B	31 W. Hibiscus Ave.	5,532	$75	Included	Included
54	Lake Placid	Leisure Lakes VFD #29	2874 Lake June Blvd.	5,000	$75	Included	Included

55	Lake Placid	Placid Lakes Fire Department #39	300 Washington Blvd., N.W.	6,146	$75	Included	Included
56	Lake Placid	Sun 'N Lake Fire Department #41	460 Sun "N Lake Blvd.	7,500	$75	Included	Included
57	Lorida	Lorida VFD #24	1172 US 98	3,750	$75	Included	Included
58	Sebring	Desoto City Fire Department #18	4612 Desoto R.	3,518	$75	Included	Included
59	Sebring	Leisure Lakes VFD #30	1231 Lake Josephine Dr.	1,987	$75	Included	Included
60	Sebring	Emergency Operation Center	6850 W. George Blvd.	7597	$75	Included	Included
61	Sebring	West Sebring Fire Department #9	2300 Longview Court	3,590	$75	Included	Included
62	Sebring	Fire Rescue Admin.	4500 Kenilworth Blvd	12,000	$75	Included	Included
63	Venus	Venus Fire Department #45	45 Venus Clubhouse Rd.	2,623	$75	Included	Included
TOTAL FOR FIRE SERVICES (total each column)					$1,125	$0.00	$0.00

21-002 ITB - PEST CONTROL SERVICES / IITEMIZED BID FORM

			Fire/EMS Service				
#	**City**	**Facility**	**Address**	**Square Feet**	**Pest Control**	**Rodent Control**	**Fleas Control**
64	Avon Park	Avon Park EMS Station #4	51 East Wilhite (FKA Canfield St., Avon Park)	2,014	$75.00	Included	Included
65	Lake Placid	Lake Placid EMS Station #38	17 W. Royal Palm Ave.	1,184	$75.00	Included	Included
66	Lake Placid	Lake Placid EMS Station #38 Shed	17 W. Royal Palm Ave.	600	$75.00	Included	Included
67	Lake Placid	Lake Placid Fire/EMS Station #36	11 West Interlake Blvd	5,633	$75.00	Included	Included
68	Sebring	Sebring EMS Station #17	230 Peach St.	3,228	$75.00	Included	Included
69	Sebring	West Sebring Fire/EMS Station #7	4212 Sun 'N Lake Blvd	4,635	$75.00	Included	Included
70	Sebring	West Sebring Fire /EMS Station #10	3517 Hammock Rd	5,270	$75.00	Included	Included

71	Sebring	DeSotot City Fire/EMS Station #19	6800 West Georg eBlvd	12,159	$75.00	Included	Included
TOTAL FOR FIRE SERVICES (total each column)					$600.00	$0.00	$0.00

		ALTERNATES / TOTAL					
#	**City**	**Facility**	**Address**	**Square Feet**	**Pest Control**	**Rodent Control**	**Flea Control**
ALTERNATE(S): **Items below are to be a priced per square foot for buildings located in each city. This will allow for future locations to be added as needed. As locations are added the total square feet will be determined and multiplied by the square foot price provided below.**							
75	Avon Park	Miscellaneous Service	TBD	price per SF	.03 / $50 minimum	Included	Included
75	Lake Placid	Miscellaneous Service	TBD	price per SF	.03 / $50 minimum	Included	Included
76	Sebring	Miscellaneous Service	TBD	price per SF	.03 / $50 minimum	Included	Included
77	Venus	Miscellaneous Service	TBD	price per SF	.03 / $50 minimum	Included	Included

			ADDITIONAL FACILITIES				
78	Sebring	Sports Complex Consisting of softball concession 6,223 sf, maintain barn is 2,400 sf. Multi concession 3,380 sf Total 12,003 sf.	216 Sheriff's Tower Rd	12,003	$100.00	Included	Included
79	Sebring	Misc. Treatment-Vehicle	Maintenance Office 636 S. Fernleaf Ave.	As needed	$50.00	Included	Included

CLARKEP OP ID: PD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2021

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 863-465-7155 Wells & Associates 309 U.S. 27 South Lake Placid, FL 33852 Lawrence B. Wells, Jr.	CONTACT NAME: Patti Downs PHONE (A/C, No, Ext): 863-465-7155 FAX (A/C, No): 863-699-1925 E-MAIL ADDRESS: pdowns@wellsinsurance.com
INSURED Clarke Pest Control Svcs Inc. P.O. Box 1766 Lake Placid, FL 33862	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Ins. Companies INSURER B : Zenith Insurance Company — 13269 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	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	PHPK2180636	10/08/2020	10/08/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	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)	$
								$
A	X UMBRELLA LIAB [ ] OCCUR							
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			PHUB738305	10/08/2020	10/08/2021	EACH OCCURRENCE	$ 1,000,000
	[ ] DED [X] RETENTION $ 10,000						AGGREGATE	$ 1,000,000
							PCO Aggr	$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A	X	Z072110409	05/05/2020	05/05/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pest Control
Certificate holder is additional insured in regard to the general liability, per endorsement CG2010, blanket additional insured - as required by contract, coverage is primary and noncontributory, Waiver of Transfer of Rights, per CG2404. Waiver of subrogation in regard to workers' comp.

CERTIFICATE HOLDER HCBOCC1

Highlands County, a Political Subdivision of the State of FL
600 South Commerce AVe.
Sebring, FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A. Downs

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AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and TWQ LLC, a Florida limited liability company, P.O. Box 792, Lake Placid, Florida 33862, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Pest Control Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-002; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-002; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.
The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.
The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended for two (2) additional one (1) years terms at the same pricing.

SECTION 3. SCOPE OF SERVICES.
The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.
The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR. Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY.

Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the 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 **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the 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.

SECTION 10. INSURANCE.

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

1. AUTOMOBILE: The 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.
2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,
5. WORKERS' COMPENSATION: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the 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 COUNTY as a Certificate Holder on all applicable policies with the following clause:

   Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers.
   600 South Commerce Avenue, Sebring, FL 33870

4. All 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.
5. Recognizes the Indemnification requirements of this Agreement.
6. The name of the insurer,
7. The number of the policy,
8. The effective date,
9. The termination date,
10. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

D. The 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, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

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

F. The 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, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS. At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. 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.

SECTION 13. 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 Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

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
PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 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 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.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, 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 CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, 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.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be

commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. 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.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg/County Attorney's Office
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Sherry G. Sutphen, Esquire
County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
Ssutphen@bellroperlaw.com

CONTRACTOR: TWQ LLC.
P.O. Box 792
Lake Placid, FL 33862

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR 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.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. 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.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. 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.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

CONTRACTOR
TWQ LLC, a Florida limited liability company

By: _____

Print: Alejandro Aristizabal

Title: owner

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

_____
NOTARY PUBLIC, State of Florida

COUNTY:

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By Its Board of County Commissioners

_____
Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

G:\COUNTY\PURCHASING DEPT\ITB 21-002\TWQ LLC-Contract -021821.docx

Exhibit "A"
Scope of Services
SCOPE OF WORK

TERM:

The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an **initial thirty-six (36) months** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

A) Vendor is to provide all required pest control services (hereinafter also referred to as the "Work") to County owned or leased facilities on a recurring basis. Specifications have been prepared and included herein for the required work.

B) PROJECT MANAGER:

1. Special District Facilities: Karen Lepera, Nav Specialist, Office of Management & Budget.

C) GENERAL INFORMATION:

1. The Vendor agrees to provide services for the control of invading pests such as roaches, ants, fleas, rodents, spiders, silverfish, etc. Nests, i.e., bee, wasp, mud dauber, spiders, etc., contained inside, or attached to, any building, adjacent shrubbery, walkways, parking areas, or common public access areas, etc. to the contracted facility will be treated and removed as part of the basic contract, without additional costs. Priority shall be given to public access areas or employee entrance areas where any stinging and/or biting insects are observed or located.

2. Rodent control is also required at all facilities.

3. Flea control is an included service and if required, will be done as needed.

4. The schedule for services is at the discretion of the County and can be monthly, quarterly, or yearly. The Project Manager or their designee will provide a Purchase Order and schedule for each service requested.

5. The first treatment for all listed buildings must be within 60 days of purchase order issuance.

6. A thorough full facility treatment is to be conducted as requested by the County not less than one time per year.

7. Exterior treatments are to cover no less than a 10' perimeter around the exterior for the facility.

8. The Vendor agrees to make return call visits, without charge, to eliminate any infestation that occurs between scheduled services.

9. The Vendor agrees to use only chemicals in and around the County's premises that conform to Federal, State, and local laws, and regulations. All chemical applications shall be used in accordance with manufacturer's guidelines and with all due precautions to prevent contamination of humans, domestic animals, and/or pets.

10. The Vendor agrees to not use any chemicals in or around contracted facilities that have not been previously approved of by the County's Facility Manager, Director or designated representative. Material Data Safety Sheets (MSDS) must be on file in the Facilities Management Office prior to any chemical being utilized by the vendor on County facilities.

11. The vendor may utilize any existing rodent traps located at facilities, however, it is expected that the vendor will supply and/or maintain other traps or methods not provided by the County.

12. Please note that pest control service is also required in any parking bay, as applicable, also to include covered sidewalks' and over hangs for facility entrance ways.

13. The Vendor's failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work, their general and local conditions, and all matters which may in any way affect performance, shall not relieve the Vendor of any obligation to perform as specified herein. The Vendor understands the intent and purpose thereof and their obligations there under and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

14. This scope of work is mainly for the interior and exterior of our buildings. However, any infestation into any building must be treated and eliminated regardless of where it originates.

D) SPECIAL DISTRICT ADDITIONAL INSTRUCTIONS:

1. **LOCATION #1: Site address:** Sun N Lakes of Lake Placid**,** 440 S Sun N Lakes Blvd, Lake Placid.

Specifications:

- 10' quarterly perimeters around the clubhouse
- Must spray the inside of the circle drive (walkway heading to the front door)
- Pest prevented inside: ants, roaches, spiders, silverfish and wasp
- Pest prevented outside including playground and beach areas: fire ants, insects.
- Method of control inside: bait/spray/dust.
- Method of control outside: spray/granular

Schedule:

- Quarterly pest control services for Sun N Lakes Clubhouse and Lawn to be serviced in November, February, May and August.

2. **LOCATION #2: Two site addresses:**
   Tobler Memorial Park: 501 Catfish Creek Rd., Lake Placid
   Placid Lakes Community Center: 2010 Placid Lakes Blvd. Lake Placid

   Specifications:
   • Pest prevented inside: ants, roaches, spiders, silverfish and wasp
   • Pest prevented outside: fire ants, insects.
   • Method of control inside: bait/spray/dust.
   • Method of control outside: spray/granular

   Schedule:
   • Quarterly pest control services for inside Town Hall and 10' perimeter around Town Hall building and Pavilion, Park bathrooms and lawn (excluding the waterline) to be serviced November, February, May and August.

3. **LOCATION #3: Site address: Highlands Park Estates,** 91 Deerglen Blvd. Lake Placid.

   Specifications:
   • Method of control inside: bait/spray/dust.
   • Pest prevented inside: ants, roaches, spiders, silverfish and wasp

   • Method of control outside: spray/granular
   • Outside Pest prevention: fire ants, insects.
   • 10' perimeters around the outside of the clubhouse
   • Spray from the playground out 50 yards north all the way to the lake and all the way to the fence. The entire area is approximately two acres.

   Schedule:
   • Quarterly lawn services (November, February, May and August)
   • Quarterly Inside Clubhouse: (November, February, May and August)
   • Monthly Community Center Building Exterior & 10' perimeter services

E) EMPLOYEES:

The Vendor's employees, while performing any service on County owned or leased property shall wear a uniform shirt with the Vendor's name and employee's name or wear picture identification (ID) in plain sight. Note; ID will consist at a minimum of a picture, one-inch square, employees and company name.

Background Check: Prior to service Employees entering secure facilities, such as but not limited to Law Enforcement (Sheriff's) facilities, Courthouse, State Attorney, Public Defender Children's Advocacy Center or as required by the County, are required to provide an acceptable level 2 background screening. This cost of the screening shall be paid by the Vendor with no additional cost to the County.

F) APPLICATION Attach to the Official Bid Form the following:

1. a detailed application method for the requested services-Pest, Rodent, Flea.

2. Safety Data Sheet (SDS)/Material Safety Data Sheets (MSDS) for the chemicals subject to be utilized to fulfill this contract.

G) UNACCEPTABLE APPLICATION

1. Highlands County has determined that pest control through liquid chemical spray application onto interior baseboards, walls, etc., to be unacceptable. Technology has made this invasive method outdated and the least pleasant of all pest control methods. Application to floor area is and acceptable method.

H) PRICING: Is in accordance with Exhibit B Fee Schedule. The pricing shall be based on a "per service" amount.

I) GUARANTEE/WARRANTY:

1. Each service must be effective for a minimum of 30 calendar days. In the event the service requires retreatment it shall be done timely at no additional cost to the County.

J) INVOICING:

1. The Vendor shall submit detailed invoices to the County Department within 5 business days from the accepted delivery of the products and/or services. A delivery is "acceptable" in the sole discretion of the County, if the delivered products/services meet the specifications of ITB 21-002 and the delivery is timely and otherwise in conformance with the requirements of this ITB.
2. The invoice is to include, at a minimum, the purchase order number, technician name, service date, service performed, bid item number, facility name, address, and amount as defined in ITB 21-002.

-END OF SECTION-

21-002 ITB - PEST CONTROL SERVICES / IITEMIZED BID FORM

					Special District	TWQ LLC		
#	CITY	Facility	Address	Description		Pest Control	Redent Control	Flea Control
72	Lake Placid	Sun N Lakes , Lake Placid	440 S.Sun N Lakes	See Specifications for this site	15,324	$153.00	$10.00	included
73a	Lake Placid	Tobler Memorial Park	501 Catfish Creek Rd.	See Specifications for this site	1,710	$115.00	$10.00	included
73b	Lake Placid	Placid Lakes Community Center	2010 Placid Lakes Blvd.	See Specifications for this site	2,116	*included in 73a pricing	*included in 73a pricing	included
74	Lake Placid	Highland Park Estates	91 Deerglen Blvd.	See Specifications for this site	2,944	$88.00	$10.00	included
TOTAL FOR SPECIAL DISTRICT BUILDINGS (total each column)						$356.00	$30.00	$0.00

21-002 ITB - PEST CONTROL SERVICES / IITEMIZED BID FORM

ALTERNATES / TOTAL

#	City	Facility	Address	Square Feet	Pest Control	Rodent Control	Flea Control
ALTERNATE(S): **Items below are to be a priced per square foot for buildings located in each city. This will allow for future locations to be added as needed. As locations are added the total square feet will be determined and multiplied by the square foot price provided below.**							
					TWQ LLC		
75	Avon Park	Miscellaneous Service	TBD	price per SF	$0.03		
75	Lake Placid	Miscellaneous Service	TBD	price per SF	$0.03		
76	Sebring	Miscellaneous Service	TBD	price per SF	$0.03		
77	Venus	Miscellaneous Service	TBD	price per SF	$0.03		

CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Highlands County Solicitation Number 21-002 ITB for Pest Control Services

Type of Contract: Service
Solicitation No.: 21-002 ITB
Project Title: Pest Control Services
Procurement Analyst: Lori DeLoach (x6504)
Start Date: (Upon execution by the County)
Expiration Date: (initial term 3 years)
Board Date:
Agenda No.:
Term: 36 months (initial term starts upon Board Approval)
Renewal Options: 2 1-year terms upon agreement by both parties

Multi Award: by Facility Category
Vendor No.:
Awarded Vendor: **Clarke Pest Control Services Inc**
Contact Person: Tina J. Clarke, Vice President
Address: 309 South Main Avenue, Lake Placid, FL 33852
Mailing: PO Box 1766, Lake Placid, FL 33862
Phone No.: 863-465-6622
Fax No.:
Cell Phone/Pager No.:
Email Address: tina@clarkepestcontrol.com
Local Business Tax No.:
Local Vendor Preference Used: No
Award Amount or details: Awarded Facilities in the following Categories:

- **County Facilities, Fire Service,**
- **EMS/Fire Service,**
- **Alternate SQ. FT**

Vendor No.:
Awarded Vendor: **TWQ, LLC**
Contact Person: Alejandro Aristizabal, Owner
Address: 20 Glenside Ave, Lake Placid, FL 33852

Phone No.: 863-699-0212
Fax No.:
Cell Phone/Pager No.:
Email Address: office@twgllc.com
Local Business Tax No.:
Local Vendor Preference Used:
Award Amount or details: Awarded Facilities in the following Category:

- **Special District**

Notes:

- Award was made by Facility Category as it was in the best interest of the County
- Notice of Intent to Award Posted 01/14/2021 (protest period ends 01/20/2021)
- Recommendation for Award Posted 01/26/2021

Board Approved Motion(s):

HIGHLANDS COUNTY
BOARD OF COUNTY
Purchasing Division

RECOMMENDATION FOR AWARD

ITB 21-002 Pest Control Services

Bid Opening Date: 02/08/18

	LOCAL VENDOR	Alternate SQ. FT. Summary*	County Facilities Total All Services	Fire Service Total All Services	EMS/Fire Service Total All Services	Special District Total All Services	Grand Total
Clarke Pest Control Services, Inc	YES	$ 200.00	**$3,325.00**	**$1,125.00**	**$600.00**	$2,275.00	**$7,525.00**
Cox Pest Control Management Inc	NO	$ 200.40	$15,600.00	$4,875.00	$2,600.00	$1,300.00	**$24,575.40**
Florida Pest Control & Chemical Company	NO	$ 0.12	$12,003.00	$3,748.00	$1,748.00	$806.00	**$18,305.12**
TWQ LLC (Treating with Quality of Central Florida)	Yes	$ 0.12	$12,768.21	$2,469.00	$1,121.69	**$386.00**	**$16,745.02**

*Alternate SQ. FT. Summary: "Minimum required" amount was applied in lieu of price per square foot if noted. Clarke's bid .03/SF with a minimun noted.

AWARD: In accordance with Section I, K. of the ITB it was determined that it was in the best interest of Highlands County to award by facility category, designated in yellow above, to the lowest bid for each facility category. Clarke Pest Control Services Inc: County, Fire Service, EMS/Fire Service Facilities and TWQ LLC: Special District Facilities.

TERM: The term of the contrat shall be for an initial thirty-six (36) months from the date of Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing in accordance with the solicitation documents and with the approval as required by the Purchasing Manual.

Local Preference was not used to award this project.

Recommendation:
RECOMMENDED AWARDING TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER(S), Clarke Pest Control Services Inc: County, Fire Service, EMS/Fire Service Facilities and TWQ LLC: Special District Facilities.

Christine Davis Digitally signed by Christine Davis Date: 2021.01.21 11:27:30 -05'00'

Christine Davis, Purchasing Manager Date

1/21/21

Ric Fleeger, Facilities Superintendent Date

Recommendation approved by:

Randy Vosburg Digitally signed by Randy Vosburg Date: 2021.01.25 15:47:59 -05'00'

Randy Vosburg, County Administrator Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 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 Category 6 Construction Engineering & Inspection Services (CEI) and approve Chair to execute agreements between Highlands County and seven (7) proposers.**

STATEMENT OF ISSUE

Attached is the Recommendation for Award and seven (7) Agreements for providing Construction Engineering & Inspection 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 (CEI). 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 were brought before the Board for approval by category as they were completed. This is the final category to be brought to the board for approval.

Category 6, CEI received seven (7) submissions. The evaluation committee met March 10, 2021, and determined it was in the best interest of the County to recommend award to all seven (7) proposers.

The principal features of the Agreements are to provide various CEI services related to tasks and projects hereinafter, for a period of five (5) years, as outlined in RFP 20-024.

RECOMMENDED ACTION

Move to approve and award RFP 20-024 Continuing Services Library, Category 6 Construction Engineering & Inspection (CEI) Services and authorize the Board Chair to execute seven (7) agreements between Highlands County and the following proposers: AIM Engineering & Surveying Inc., CivilSurv Design Group Inc., Cool and Cobb Engineering Company, DRMP, Inc., Green Design Construction and Development LLC, Johnson Engineering Inc., and SAM-Construction Services, LLC.

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 Category 6 Agreements.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

RFP 20-024

Professional Services Library-Continuing Services

CAT-6: Construction Engineering & Inspection (CEI) services

Company	Score	RANK
AIM Engineering & Surveying Inc	247	1
Johnson Engineering Inc	246	2
SAM-Construction Services LLC	238	3
CivilSurv Design Group Inc	236	4
DRMP Inc	229	5
Cool and Cobb Engineering Company	225	6
Green Design Construction and Development LLC	218	7

Notice of Intent to Award to all seven (7) proposing firms.

Local Preference was not used to award this project.

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

Revised Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on March 10,2021.

End of protest period: 4 P.M. on Monday, March 15, 2021

Recommendation:

Recommed awarding to the top seven (7) ranked responsive and responsible proposers listed above.

Christine Davis Digitally signed by Christine Davis Date: 2021.03.16 14:19:26 -04'00'

Christine Davis, Purchasing Manager Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton Jr., P.E. Date: 2021.03.16 16:13:25 -04'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Laurie A. Hurner Digitally signed by Laurie A. Hurner Date: 2021.03.17 08:13:39 -04'00'

Randy Vosburg, County Administrator Date

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **AIM Engineering & Surveying Inc.** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Construction Engineering & Inspection (CEI) 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:	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:	**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:**	**AIM Engineering & Surveying Inc.**
	Address:	2161 Fowler 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 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. 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, 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:** **AIM Engineering & Surveying Inc.** **A FL Corporation**	
By:		By:	M.G.M.
Name:	Scott Kirouac	Name:	Michael G. Marion
Title:	Chairman	Title:	Vice President
Date:		Date:	3/29/2021
ATTEST:		**ATTEST:**	
By:		By:	Tracy Levy
Name:	Jerome Kaszubowski	Name:	Tracy Levy
Title:	Clerk of Courts	Title:	Secretary/Treasurer
Date:		Date:	3/29/2021

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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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

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

DATED: 3/12/2021 March 12, 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

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

DATED: 3/12/2021 March 12, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Special Consultant Multiplier Factor	0%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

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

Construction Engineering & Inspection (CEI) 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: John E. Howle

Telephone: 866 397 4771 x242 **Cell Phone:**

E-mail: jhowle@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:	**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:**	**CivilSurv Design Group Inc.**
	Address:	325 North Commerce Ave.
		Sebring, FL 33870
	Attn:	John E. Howle
	Telephone:	866 397 4771 x242
	E-Mail:	jhowle@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 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: CivilSurv Design Group Inc. A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	John E. Howle, PE
Title:	Chairman	Title:	Vice President
Date:		Date:	3/25/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Kenneth T. Glass, PSM
Title:	Clerk of Courts	Title:	Secretary / Treasurer
Date:		Date:	3/25/2021

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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
FEE SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

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

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: 3/11/2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
CEI Asphalt Plant Inspector	$ 75.00
CEI Assist Project Administrator/Project Engineer	$ 80.00
CEI Inspector/Engineer Intern	$ 95.00
CEI Inspector's Aide	$ 55.00
CEI ITS Inspector	$ 75.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Senior Inspector- Bldg Struct.	$ 75.00
CEI Senior Inspector/Senior Engineer Intern	$ 75.00
Chief Engineer 2	$ 190.00
Chief Planner	$ 142.50
Design Intern	$ 70.00
Designer	$ 90.00
Engineer 1	$ 140.00
Engineer 2	$ 180.00
Engineering Intern	$ 95.00
Engineering Technician	$ 50.00
GIS Specialist	$ 70.00
Inspector	$ 65.00
ITS Inspector	$ 75.00
Landscape Architect	$ 135.00
MAT Asphalt Plant Inspector	$ 75.00
MAT CADD/Computer Technician	$ 60.00
MAT Chief Engineer	$ 190.00
MAT Engineer	$ 135.00
MAT Engineer Intern	$ 80.00
MAT Engineering Technician	$ 50.00
MAT Geologist	$ 90.00
MAT Geologist Professional	$ 185.00

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

SUBCONSULTANT NAME: **Madrid CPWG**

DATED: 3/11/2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT GIS Specialist	$ 70.00
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 215.00
MAT Project Manager	$ 135.00
MAT Secretary/Clerical	$ 50.00
MAT Senior Asphalt Plant Inspector	$ 85.00
MAT Senior Engineering Technician	$ 75.00
MAT Senior Inspector	$ 75.00
MAT Technical Secretary	$ 59.00
MAT Technician Aid	$ 50.00
Planner	$ 105.00
Principal Engineer	$ 215.00
Project Manager 1	$ 170.00
Project Manager 2	$ 190.00
Secretary/Clerical	$ 62.00
Senior Designer	$ 120.00
Senior Engineer 1	$ 150.00
Senior Engineer 2	$ 180.00
Senior Engineering Technician	$ 90.00
Senior Inspector	$ 75.00
Senior Landscape Architect	$ 150.00
Senior Planner	$ 120.00
SUR Party Chief	$ 75.00
SUR Project Surveyor	$ 135.00
SUR Senior Surveyor	$ 160.00
SUR Survey Technician 1 (Entry)	$ 30.00
SUR Survey Technician 3 (Senior)	$ 45.00
SUR Survey/GIS/SUE Analyst 1	$ 65.00
SUR Survey/GIS/SUE Analyst 2	$ 75.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2021

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:** 259796601 **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	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 X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		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 C6 20-24 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 ON A PRIMARY AND NON CONTRIBUTORY BASIS WHEN REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS & CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
600 S Commerce Avenue
Sebring FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jason Heacock

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**MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA**

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Cool and Cobb Engineering Company** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Construction Engineering & Inspection (CEI) 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: Carl E. Cool

Telephone: 863 657 2323 **Cell Phone:** _____

E-mail: carl@coolandcobb.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:	**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:**	**Cool and Cobb Engineering Company**
	Address:	203 West Main Street
		Avon Park, FL 33825
	Attn:	James Mason Cobb
	Telephone:	863 657 2323
	E-Mail:	

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

By: _____
Name: Scott Kirouac
Title: Chairman
Date: _____

ATTEST:

By: _____
Name: Jerome Kaszubowski
Title: Clerk of Courts
Date: _____

CONSULTANT/VENDOR:
Cool and Cobb Engineering Company
A FL Corporation

By: _____
Name: James Mason Cobb
Title: President
Date: 4/6/21

ATTEST:

By: Maureen M Cool
Name: Maureen M. Cool
Title: Secretary / Treasurer
Date: 4/6/21

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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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Cool and Cobb Engineering Co**

DATED: March 24, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	$ 200.00
Architect Intern	$ 150.00
CADD/Computer Technician	$ 85.00
CEI Assist Project Administrator/Project Engineer	$ 120.00
Chief Engineer 1	$ 200.00
Chief Engineer 2	$ 200.00
Engineer 1	$ 175.00
Engineer 2	$ 175.00
Engineering Intern	$ 120.00
Engineering Technician	$ 100.00
Principal Engineer	$ 200.00
Secretary/Clerical	$ 50.00
Senior Engineer 1	$ 200.00
Senior Engineer 2	$ 200.00
Special Consultant Multiplier Factor (%)	10%
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

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 **DRMP, 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

Construction Engineering & Inspection (CEI) 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: Paul Benvie

Telephone: 239 206 5093 **Cell Phone:** _____

E-mail: pbenvie@drmp.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:**	**DRMP, Inc**
	Address:	941 Lake Baldwin Lane
		Orlando, FL 32814
	Attn:	Paul Benvie
	Telephone:	239 206 5093
	E-Mail:	pbenvie@drmp.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. 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, 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

By: _____

Name: Scott Kirouac

Title: Chairman

Date: _____

ATTEST:

By: _____

Name: Jerome Kaszubowski

Title: Clerk of Courts

Date: _____

CONSULTANT/VENDOR:
DRMP, Inc
A FL Corporation

By: _____

Name: Lawrence L. Smith

Title: President

Date: March 30, 2021

ATTEST:

By: _____

Name: Mark E. Puckett

Title: Assistant Secretary

Date: March 30, 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
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
AND

COSULTANT NAME: **DRMP, Inc.**
DATED: March 11, 2021

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
Assistant Bridge Inspector	$ 76.00
CADD/Computer Technician	$ 110.00
CEI Asphalt Plant Inspector	$ 76.00
CEI Assist Project Administrator/Project Engineer	$ 135.00
CEI Assoc Contract Support Spec	$ 100.00
CEI Bridge Inspector	$ 120.00
CEI Bridge Project Administrator	$ 135.00
CEI Bridge Senior Inspector	$ 155.00
CEI Casting Yard Engineer/Manager	$ 170.00
CEI Communications Engineer	$ 195.00
CEI Community Outreach Specialist	$ 150.00
CEI Consultant Engineer	$ 195.00
CEI Contract Support Specialist	$ 120.00
CEI Geotechnical Technician- DSF	$ 95.00
CEI Geotechnical Technician- Pile Foundation	$ 95.00
CEI Inspector/Engineer Intern	$ 62.00
CEI Inspector's Aide	$ 62.00
CEI Instrument-Person	$ 62.00
CEI ITS Inspector	$ 95.00
CEI Project Administrator/CEI Project Engineer	$ 135.00
CEI Res Compliance Specialist	$ 135.00
CEI Rod-Person/Chain-Person	$ 62.00
CEI Secretary/Clerk Typist	$ 65.00
CEI Senior Inspector/Senior Engineer Intern	$ 106.00
CEI Senior ITS Inspector	$ 106.00
CEI Senior Project Engineer	$ 195.00
CEI Survey Party Chief	$ 95.00
CEI Systems Technician	$ 95.00
CEI Utility Coordinator	$ 95.00
Certified Bridge Inspector	$ 125.00
Chief Designer	$ 140.00
Chief Engineer 1	$ 190.00
Chief Engineer 2	$ 250.00
Chief Planner	$ 165.00

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Chief Scientist	$ 160.00
Chief Utility Coordinator	$ 160.00
Community Outreach Specialist	$ 95.00
Community Outreach Specialist - Junior	$ 95.00
Community Outreach Specialist - Senior	$ 165.00
Contract Coordinator	$ 120.00
Debris Collect, Tower, Exit Site Monitor (PreEvent)	$ 95.00
Debris Manager (Pre-Event)	$ 165.00
Debris Supervisor (Pre-Event)	$ 195.00
Design Intern	$ 100.00
Designer	$ 120.00
Engineer 1	$ 120.00
Engineer 2	$ 170.00
Engineering Intern	$ 90.00
Engineering Technician	$ 70.00
Environmental Specialist	$ 110.00
GIS Specialist	$ 125.00
Graphic Designer	$ 75.00
Inspector	$ 95.00
ITS Inspector	$ 95.00
Office Manager/EEO/RCS	$ 170.00
Operations Debris Manager (Pre-Event)	$ 135.00
Principal Engineer	$ 165.00
Project Manager 1	$ 95.00
Project Manager 2	$ 150.00
Project Manager 3	$ 200.00
Project Planner	$ 220.00
Secretary/Clerical	$ 85.00
Senior Certified Bridge Inspector	$ 200.00
Senior Environmental Specialist	$ 160.00
Senior Inspector	$ 125.00
Senior ITS Inspector	$ 170.00
Senior Planner	$ 165.00
Senior Scientist	$ 160.00
Senior Utility Coordinator	$ 120.00
SUR Aerial Sensor Operator	$ 140.00
SUR Chief Scientist	$ 220.00
SUR Chief Surveyor	$ 245.00
SUR Contract Coordinator	$ 175.00
SUR Field Crew Supervisor I	$ 175.00
SUR Field Crew Supervisor II	$ 175.00
SUR Mobile Survey Analyst 1 (Entry)	$ 95.00

COSULTANT NAME: **DRMP, Inc.**
DATED: March 11, 2021

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
SUR Mobile Survey Analyst 2 (Junior)	$ 105.00
SUR Mobile Survey Analyst 3 (Senior)	$ 110.00
SUR Mobile Survey Operator	$ 140.00
SUR Multi Engine Aircraft Pilot	$ 140.00
SUR Party Chief	$ 100.00
SUR Principal Surveyor	$ 245.00
SUR Project Surveyor	$ 220.00
SUR Rotorcraft Pilot	$ 150.00
SUR Secretary/Clerical	$ 95.00
SUR Senior Project Surveyor	$ 175.00
SUR Senior Surveyor	$ 175.00
SUR Single Engine Aircraft Pilot	$ 200.00
SUR SUE Technician 1 (Entry)	$ 95.00
SUR SUE Technician 2 (Junior)	$ 105.00
SUR SUE Technician 3 (Senior)	$ 110.00
SUR Survey Technician 1 (Entry)	$ 95.00
SUR Survey Technician 2 (Junior)	$ 105.00
SUR Survey Technician 3 (Senior)	$ 110.00
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 95.00
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 105.00
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 110.00
SUR Surveyor	$ 145.00
SUR UAS Operator	$ 200.00
Technician Aid	$ 95.00
Transportation Data Analyst	$ 110.00
Transportation Data Scientist	$ 125.00
Transportation Data Technician	$ 95.00
Utility Coordinator	$ 110.00
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **DRMP, Inc.**

SUBCONSULTANT NAME: **ECS Florida, LLC**

DATED: March 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
MAT Asphalt Plant Inspector	$ 55.00
MAT CADD/Computer Technician	$ 55.00
MAT Chief Engineer	$ 200.00
MAT Engineer	$ 165.00
MAT Engineer Intern	$ 105.00
MAT Engineering Technician	$ 105.00
MAT Geologist	$ 125.00
MAT Geologist Professional	$ 165.00
MAT Inspector	$ 45.00
MAT Pre-stress Inspector	$ 75.00
MAT Principal Engineer	$ 195.00
MAT Project Manager	$ 105.00
MAT Secretary/Clerical	$ 85.00
MAT Senior Asphalt Plant Inspector	$ 75.00
MAT Senior Engineer	$ 195.00
MAT Senior Engineering Technician	$ 55.00
MAT Senior Inspector	$ 95.00
MAT Technical Secretary	$ 65.00
MAT Technician Aid	$ 65.00
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

MASTER PROFESSIONAL CONTINUING SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
HIGHLANDS COUNTY, FLORIDA

This Contract ("Agreement") made _____, 2021 by and between Highlands County, a political subdivision of the State of Florida ("County") and **Green Design Construction and Development LLC** ("Consultant") a Florida corporation. In consideration of mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

Article 1. SCOPE OF WORK. The Consultant's responsibility under this Agreement is to provide

Construction Engineering & Inspection (CEI) 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: John Creswell

Telephone: 863 467 1111 **Cell Phone:** 772-215-0156

E-mail: john@gdcflorida.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:**	**Green Design Construction and Development LLC**
	Address:	4459 S.E. Kubin Ave
		Stuart, FL 34997
	Attn:	John Creswell
	Telephone:	863 467 1111
	E-Mail:	john@gdcflorida.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: Green Design Construction and Development I A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	JOHN CRESWELL
Title:	Chairman	Title:	President
Date:		Date:	3/28/2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	SHAUN KOGUT
Title:	Clerk of Courts	Title:	Secretary / Treasurer
Date:		Date:	3/28/2021

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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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **GREEN DESIGN CONSTRUCTION AND DEVELOPMENT, LLC**

DATED: March 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Architect	$ 175.00
Architect Intern	$ 85.00
CADD/Computer Technician	$ 75.00
CEI Architect	$ 175.00
CEI Inspector/Engineer Intern	$ 125.00
CEI Inspector's Aide	$ 75.00
CEI Senior Project Engineer	$ 150.00
Chief Designer	$ 150.00
Chief Engineer 1	$ 155.00
Chief Engineer 2	$ 175.00
Designer	$ 125.00
Engineering Technician	$ 75.00
Graphic Designer	$ 125.00
Inspector	$ 110.00
Mechanical Engineer	$ 150.00
Principal Engineer	$ 185.00
Project Architect	$ 175.00
Project Manager 3	$ 185.00
Secretary/Clerical	$ 55.00
Senior Architect	$ 175.00
Senior Designer	$ 140.00
Senior Engineering Technician	$ 125.00
Senior Inspector	$ 110.00
Technician Aid	$ 75.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	5%
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:	**GREEN DESIGN CONSTUCTION AND DEVELOPMENT, LLC**
SUBCONSULTANT NAME:	**SUMNER ENGINEERING & CONSULTING, INC.**
DATED:	March 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Inspector/Engineer Intern	$ 100.00
CEI Senior Project Engineer	$ 150.00
Chief Engineer 1	$ 155.00
Chief Engineer 2	$ 175.00
Designer	$ 105.00
Engineering Intern	$ 100.00
Engineering Technician	$ 80.00
Inspector	$ 95.00
Principal Engineer	$ 175.00
Technician Aid	$ 80.00
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **GREEN DESIGN CONSTRUCTION AND DEVELOPMENT, LLC**

SUBCONSULTANT NAME: **MALANCZYN ELECTRIC, INC**

DATED: 3/11/2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Building Inspector/Electrical	$ 120.00
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.	

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Resolution of Corporate Authority for a Limited Liability Company

I, Christopher M. Solomon, RPLS, President & Chief Executive Officer of the undersigned sole Member of SAM-Construction Services, LLC, a Texas limited liability company (the "Company"), hereby certify that:

The Company is a limited liability company duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the meeting of the Company, dated February 11, 2021. The Company's sole Member adopted the Resolution, which is contained in the Company's minute book, at a duly authorized meeting. The Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

Election of Officer

BE IT RESOLVED, effective January 15, 2021, Patrick A. Smith, RPLS is hereby elected to the position of Executive Vice President of the Company and shall serve in such capacity until this action is either rescinded or modified or until his successor is duly elected and qualified;

Granting of Authorization

BE IT FURTHER RESOLVED, Patrick A. Smith, RPLS, Executive Vice President of the Company, shall be, and such officer hereby is, authorized to take all action(s) necessary to prepare, execute, deliver and accept requests for bids for contract, proposals, requests for proposals, services agreements, master services agreements, professional services agreements, work orders, work directives, written agreements and client contracts on behalf of the Company, as well as general business operations contracts including but not limited to confidentiality agreements, non-disclosure agreements, consulting agreements, independent contractor agreements, vendor agreements, supply agreements and agreements of a similar nature relating to and occurring in the ordinary course of business of the Company, subject to the routine contract review procedures established by the Company, from time to time, and to negotiate and agree to the terms and conditions set forth in such written agreements on such terms and under such conditions as such Executive Vice President deems necessary, advisable or appropriate and to be in the best interest of the Company to carry out the business matters of the Company, provided however, such authorization shall not include the power to negotiate or enter into agreements which are outside of the ordinary course of business of the Company, including but not limited to the sale of all or substantially all of the Company's business assets, the sale of the stock of the Company, the decision to undergo a joint venture, partnership, association, consolidation, merger or acquisition, the termination or assignment of existing written agreements, the decision to incur any debt, third-party financing, loans, or other commitments, obligations or purchases by the Company outside the ordinary course of business;

BE IT FURTHER RESOLVED, that Christopher M. Solomon, RPLS, President/CEO of the Company and Robert E. Butler, Jr., RPLS, Chief Operating Officer of the Company be, and each hereby is, authorized and directed, for and on behalf of and in the name of the Company to approve amendments, modifications or enhancements to the roles and responsibilities of Executive Vice President previously communicated to Patrick A. Smith, RPLS, as business necessity dictates and communicate same to the Executive Vice President, and such Authorized Officers shall be and both hereby are, authorized and directed, for and on behalf of and in the name of the Company to take or cause to be taken from time to time such other actions, as in such Authorized Officers' judgment shall be necessary, desirable or appropriate in order to carry out the terms of or to effectuate the intent of the foregoing resolutions; and

BE IT FURTHER RESOLVED, all powers not specifically granted above are expressly reserved in the President/CEO of the Company unless otherwise granted by resolution of the Board.

Member:

Surveying And Mapping, LLC

By: DocuSigned by: _____
Christopher M. Solomon, RPLS
President & Chief Executive Officer

Attest:

Surveying And Mapping, LLC

By: DocuSigned by: Cookie F. Munson _____
Cookie F. Munson
Vice President, General Counsel/Secretary

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 **SAM - Construction Services, LLC** ("Consultant") a Texas 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

Construction Engineering & Inspection (CEI) 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: Rick Ward

Telephone: 941 720 7957 **Cell Phone:** 941 720 7957

E-mail: Rick.Ward@sam-cs.biz

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:**	**SAM - Construction Services, LLC**
	Address:	2844 Pablo Ave
		Tallahassee FL 32308
	Attn:	Rick Ward PE
	Telephone:	941 720 7957
	E-Mail:	Rick.Ward@sam-cs.biz

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. 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, 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:** SAM - Construction Services, LLC A TX Corporation	
By:		By:	
Name:	Scott Kirouac	Name:	Patrick A. Smith
Title:	Chairman	Title:	Executive Vice President
Date:		Date:	March 30, 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Travis Engelke
Title:	Clerk of Courts	Title:	Chief Financial Officer
Date:		Date:	March 30, 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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **SAM- Construction Services, LLC**

DATED: March 18, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Assist Project Administrator/Project Engineer	$ 119.82
CEI Bridge Project Administrator	$ 180.00
CEI Casting Yard Engineer/Manager	$ 180.00
CEI Contract Support Specialist	$ 106.29
CEI Inspector/Engineer Intern	$ 77.70
CEI Inspector's Aide	$ 60.00
CEI ITS Inspector	
CEI Project Administrator/CEI Project Engineer	$ 159.00
CEI Res Compliance Specialist	$ 90.00
CEI Senior Inspector/Senior Engineer Intern	$ 108.00
CEI Senior Project Engineer	$ 266.76
Chief Utility Coordinator	$ 152.25
MOT - Qualified Worksite Traffic Supervisor	$ 174.09
Office Manager/EEO/RCS	$ 106.56
SUR Party Chief	$ 78.33
SUR Principal Surveyor	$ 206.96
SUR Senior Project Surveyor	$ 171.68
SUR SUE Technician 2 (Junior)	$ 52.34
SUR SUE Technician 3 (Senior)	$ 56.24
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 111.98
Special Consultant Multiplier Factor (%)	5% [1]
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 Excludes Sam LLC (0% markup)

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME:	**SAM, Construction Services, LLC**
SUBCONSULTANT NAME:	**SAM, LLC**
DATED:	March 18, 2021

Job Class	**Loaded Hourly Rate/ Billable Hourly Rate**
SUR Party Chief	$ 78.33
SUR Principal Surveyor	$ 206.96
SUR Senior Project Surveyor	$ 171.68
SUR SUE Technician 2 (Junior)	$ 52.34
SUR SUE Technician 3 (Senior)	$ 56.24
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 111.98
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **SAM- Construction Services, LLC**

SUBCONSULTANT NAME: **Kinard-Stone, Inc.**

DATED: March 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Contract Support Specialist	$ 114.17
CEI Inspector/Engineer Intern	$ 77.97
CEI Project Administrator/CEI Project Engineer	$ 144.81
CEI Senior Inspector/Senior Engineer Intern	$ 97.47
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **SAM- Construction Services, LLC**

SUBCONSULTANT NAME: **AE Engineering, Inc.**

DATED: March 18, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Assist Project Administrator/Project Engineer	$ 126.69
CEI Bridge Senior Inspector	$ 114.00
CEI Contract Support Specialist	$ 97.35
CEI Environmental Specialist	$ 113.16
CEI Inspector/Engineer Intern	$ 71.07
CEI Project Administrator/CEI Project Engineer	$ 159.00
CEI Res Compliance Specialist	$ 61.50
CEI Secretary/Clerk Typist	$ 88.74
CEI Senior Inspector/Senior Engineer Intern	$ 112.50
CEI Senior ITS Inspector	$ 125.25
CEI Senior Landscape Inspector	$ 84.00
MAT Asphalt Plant Inspector	$ 66.00
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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **SAM- Construction Sewrvices, LLC**

SUBCONSULTANT NAME: **Roberts Consulting Services, LLC**

DATED: March 18, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CEI Asphalt Plant Inspector	$ 57.02
CEI Assist Project Administrator/Project Engineer	$ 81.46
CEI Assoc Contract Support Spec	$ 81.46
CEI Bridge Senior Inspector	$ 82.82
CEI Contract Support Specialist	$ 97.75
CEI Geotechnical Technician- DSF	$ 67.88
CEI Geotechnical Technician- Pile Foundation	$ 54.31
CEI Inspector/Engineer Intern	$ 59.74
CEI Inspector's Aide	$ 46.16
CEI ITS Inspector	$ 57.02
CEI Project Administrator/CEI Project Engineer	$ 129.25
CEI Secretary/Clerk Typist	$ 54.31
CEI Senior Inspector/Senior Engineer Intern	$ 82.82
Engineering Technician	$ 46.16
Inspector	$ 59.74
ITS Inspector	$ 57.02
MAT Asphalt Plant Inspector	$ 57.02
MAT Engineer	$ 129.25
MAT Engineering Technician	$ 46.16
MAT Inspector	$ 59.74
MAT Project Manager	$ 81.46
MAT Senior Engineering Technician	$ 59.74
Secretary/Clerical	$ 54.31
Senior Inspector	$ 82.82
Senior ITS Inspector	$ 81.82
Technician Aid	$ 46.16

COSULTANT NAME: **SAM- Construction Sewrvices, LLC**

SUBCONSULTANT NAME: **Roberts Consulting Services, LLC**

DATED: March 18, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS
CATEGORY 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **SAM- Construction Services, LLC**

SUBCONSULTANT NAME: **Hyatt Survey Services, Inc.**

DATED: March 18, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
SUR Party Chief	$ 93.99
SUR Senior Surveyor	$ 264.80
SUR Survey Technician 1 (Entry)	$ 34.46
SUR Survey Technician 2 (Junior)	$ 53.26
SUR Survey Technician 3 (Senior)	$ 65.79
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 82.84
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 117.49
SUR Surveyor	$ 135.53
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

CERTIFICATE OF LIABILITY INSURANCE

11/1/2021 | DATE (MM/DD/YYYY) 3/25/2021

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	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Phoenix Insurance Company	25623
INSURED 1402612	Surveying And Mapping, LLC SAM-Construction Services, LLC So-Deep | SAM NC, Inc. SAM Surveying And Mapping, LLC 4801 Southwest Parkway Austin TX 78735	INSURER B : Travelers Indemnity Company of America	25666
		INSURER C : Travelers Property Casualty Co of America	25674
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES *USE* **CERTIFICATE NUMBER:** 17439179 **REVISION NUMBER:** XXXXXXX

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] S&A Pollution [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	660 4G642484	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]	Y	Y	810-4G642484	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP 9H900185	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB 0L517614	11/1/2020	11/1/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability	Y	Y	ZUP-21N24830-20-NF	11/1/2020	11/1/2021	$20,000,000 each occurrence $20,000,000 each aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

17439179

Highlands County, a political subdivision of Florida and its elected officials, agents employees and volunteers
600 South Commerce Avenue
Sebring FL 33870

CANCELLATION See Attachment

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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Hull and Protection & Indemnity
Carrier: Travelers Property Casualty Co. of America
Policy Number: ZOW-41M39505-20-ND
Policy Term: 11/1/20 - 11/1/21
Hull & Machinery Limit: Agreed Value
Protection & Indemnity Limit: $1,000,000 CSL

Stop Gap Coverage
Policy #:UB 0L517614
Insurer: Travelers Property Casualty Company of America
Policy Term: 11/1/20 - 11/1/21

$1,000,000 Each Accident
$1,000,000 Bodily Injury by Disease Total Limit.
$1,000,000 Bodily Injury by Disease Each Employee.

Non-owned Aircraft Liability
Policy #: ALLZWL150093-01
Insurer: Allianz Global Risks US Insurance Company
Policy Term: 11/1/20 - 11/1/21

$25,000,000 Occurrence

Unmanned Aerial Vehicle (UAV)
Policy #:A3GA000739420AM
Insurer: Allianz Global Risks US Insurance Company
Policy Term: 11/1/20 - 11/1/21

$5,000,000 Occurrence

Professional Liability
Policy #0310-4004
Insurer: Allied World Surplus Lines Ins Co
Policy Term: 10/31/20 - 10/31/21

$5,000,000 each claim limit
$5,000,000 Aggregate

Professional Excess Coverage
Policy #DXS7100148
Insurer: Indian Harbor Insurance Co.
Policy Term: 10/31/20 - 10/31/21

$10,000,000 Per claim
$10,000,000 Aggregate

All policies (except Professional Liability, and Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Non-owned Aircraft Liability, Professional Liability, Unmanned Aerial Vehicle (UAV) and Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft– 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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POLICY NUMBER: P-660-4G642484-PHX-20 ISSUE DATE: 11-06-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
DELUXE PROPERTY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:**

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** :

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: P-810-4G642484-IND-20 ISSUE DATE: 12-10-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1) YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2) WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS OF THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 003

POLICY NUMBER: UB-0L517614-20-43-E

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R5 (00) - 001

POLICY NUMBER: UB-0L517614-20-43-E

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL COVERAGE REDUCTION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation, Nonrenewal Or Material Coverage Reduction To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

In the event of a change that materially reduces or restricts the coverage afforded by this policy, other than reduction of limits of liability through payment of claims, we will provide notice of such coverage reduction to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the reduction is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation, nonrenewal or material coverage reduction to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation, nonrenewal or reduction.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL REDUCTION IN COVERAGE OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: 11-10-20 ST ASSIGN:

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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

Construction Engineering & Inspection (CEI) 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: Ryan Bell

Telephone: 239-461-3310 **Cell Phone:** 239-707-6751

E-mail: rkb@johnsoneng.com

Consultant shall provide County with immediate notice if the Consultant replaces the Consultant's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:	**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:**	**Johnson Engineering Inc**
	Address:	2122 Johnson Street
		Fort Myers FL 33901
	Attn:	Ryan Bell
	Telephone:	239-461-3310
	E-Mail:	rkb@johnsoneng.com

ARTICLE 20. TAXES. County is a non-profit governmental operation and not subject to federal excise or state sales tax. The Consultant shall be responsible for payment of its own taxes.

ARTICLE 21. BANKRUPTCY. County reserves the right to terminate this Agreement, if, during the term of the Agreement, Consultant becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL. The parties acknowledge that the respective obligations of Consultant and County under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 23. WAIVER. No waiver by either Consultant or County with respect to any breach or default of or with respect to any provision or condition of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

ARTICLE 24. THIRD-PARTY COMPLAINTS. Complaints against the Consultant in connection with the Consultant's performance of services under this RFP shall be processed through the Highlands County Purchasing Department ("Purchasing Department"). It is the

County's intention that complaints will be addressed within five business days from receipt. The County will provide Consultant with written notice of a received complaint. Consultant shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Consultant's written response shall provide details of corrective action that has been or will be taken with respect to the

complaint. Consultant's failure to timely respond to the County's notice or Consultant's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Agreement.

ARTICLE 25. FAILURE TO PERFORM. Consultant shall be prepared to start providing services within fourteen days (14) days after execution of a CSA or TOA by Consultant and County. Failure to complete the work as scheduled may result in written notice to the Consultant terminating its right to proceed as to the whole or any part of this Agreement. Should the Consultant be unable to supply services within a reasonable time or refuse to supply services, the County may use the services provided by another Consultant.

ARTICLE 26. TERMINATION.

26.1 **County May Terminate For Convenience.** Upon 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. 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, 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: Johnson Engineering Inc A FL Corporation**	
By:		By:	
Name:	Scott Kirouac	Name:	Lonnie Howard
Title:	Chairman	Title:	President
Date:		Date:	29 MAR 2021
ATTEST:		**ATTEST:**	
By:		By:	
Name:	Jerome Kaszubowski	Name:	Dana Hume
Title:	Clerk of Courts	Title:	Secretary / Treasurer
Date:		Date:	3.29.21

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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 6 Construction Engineering & Inspection (CEI) Services
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

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

DATED: March 11, 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
Planner	$ 170.00

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

DATED: March 11, 2021

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
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.	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Clinton Howerton, Jr., P.E., County Engineer and Jonathan Harrison, Road & Bridge Director**
SUBJECT/TITLE:	**Request to approve and execute the Real Property Purchase Agreement with Mr. Sherley, as Trustee of the Martha Sherley Family Trust, pertaining to the acquisition of real property from three (3) parcels for additional Goff Rd Right-Of-Way.**

STATEMENT OF ISSUE

County staff was approached by the property owner about possible road encroachment along Goff Road in Venus. The owner of the property has agreed to sell the property necessary for a proper width right of way (60' min).

RECOMMENDED ACTION

Move to approve and execute the Real Property Purchase Agreement with Mr. Sherley, as Trustee of the Martha Sherley Family Trust, pertaining to the acquisition of real property from three (3) parcels for additional Goff Rd Right-Of-Way.

FISCAL IMPACT

The funding for this land purchase was previously set aside through Budget Amendment No. 20-21-013; therefore, there is no fiscal impact.

Attachments: Goff Rd Agmt_Agenda Packet.pdf

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between DAVID B. SHERLEY, AS TRUSTEE OF THE MARTHA SHERLEY FAMILY TRUST U/A/D/ JANUARY 22, 1995, 1220 County Road 731, Venus, Florida 33960, hereinafter referred to as "SELLER" and Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

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.**
A portion of that property located at 115 Goff Road, Venus, Florida 33960, Parcel Identification Number C-22-39-29-A00-0050-0000; 313 Goff Road, Venus, Florida 33960, Parcel Identification Number C-27-39-29-A00-0030-0000; and 1146 CR 731, Venus, Florida 33960, Parcel Identification Number C-22-39-29-A00-0060-0000, as more particularly described in **Exhibit "A"**, attached hereto (Property).

2. **PURCHASE PRICE AND EXPENSES.**
   A. At closing the COUNTY shall remit the amount of Eighteen Thousand and 00/100 Dollars ($18,000.00) to SELLER for the purchase of the Property. The aforementioned amount includes all compensation due to SELLER.
   B. Closing costs including title insurance and all recording fees and costs shall be paid by the COUNTY.
   C. Within six (6) months of Closing, the COUNTY, at the COUNTY's sole cost and expense, shall install two (2) unpaved shell driveway connections with culverts from Goff Road to SELLER's remaining property in locations designated by SELLER. The paragraph shall survive the Closing.

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. 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.

E. SELLER warrants to the best of its knowledge 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. 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 shall 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: David Sherley, as Trustee of the Martha Sherley Family Trust u/a/d/ January 22, 1995
1220 County Road 731
Venus, Florida 33960

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 possession delivered within forty-five (45) days after the end of the Inspection Period. The Closing date may be extended by the COUNTY and SELLER. 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 22ND day of MARCH, 2021.

SELLER:
DAVID SHERLY, AS TRUSTEE OF THE MARTHA SHERLEY FAMILY TRUST U/A/D/ JANUARY 22, 2995

By: _____

Print: David Sherley, Trustee

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization by David Sherley, as Trustee of the Martha Sherley Trust u/a/d/ January 22, 1995, 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 22ND day of MARCH, 2021.

_____
NOTARY PUBLIC, State of Florida

(stamp)

WILLIAM K. THOMPSON
Notary Public-State of Florida
Commission # HH 11779
My Commission Expires
August 23, 2024

COUNTY:
HIGHLANDS COUNTY, a political subdivision of the State of Florida
By Its Board of County Commissioners

_____
Print Name: Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"

Highlands County Engineering Department

Reference Map

115 GOFF ROAD (PID C-22-39-29-A00-0050-0000):

A PARCEL FOR ADDITIONAL ROAD RIGHT-OF-WAY ALONG GOFF ROAD, LYING IN SECTION 22, TOWNSHIP 39 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 30.0 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 22, TOGETHER WITH THE EAST 30.0 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22.

For Reference Only - Not A Boundary Survey

Map Created: 11/25/2020

Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 400 feet

G:\Acquisition of ROW\Goff Road\115 Goff Road\115 Goff Road.mxd Date Saved: 11/25/2020 bdorey

Highlands County Engineering Department

Reference Map

313 GOFF ROAD (PID C-27-39-29-A00-0030-0000):

A PARCEL FOR ADDITIONAL ROAD RIGHT-OF-WAY ALONG GOFF ROAD, LYING IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 30.0 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27.

Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey

Map Created: 11/25/2020

1 inch = 400 feet

G:\Acquisition of ROW\Goff Road\313 Goff Road\313 Goff Road.mxd Date Saved: 11/25/2020 bdorey

Highlands County Engineering Department

Reference Map

1146 COUNTY ROAD 731 (PID C-22-39-29-A00-0060-0000):

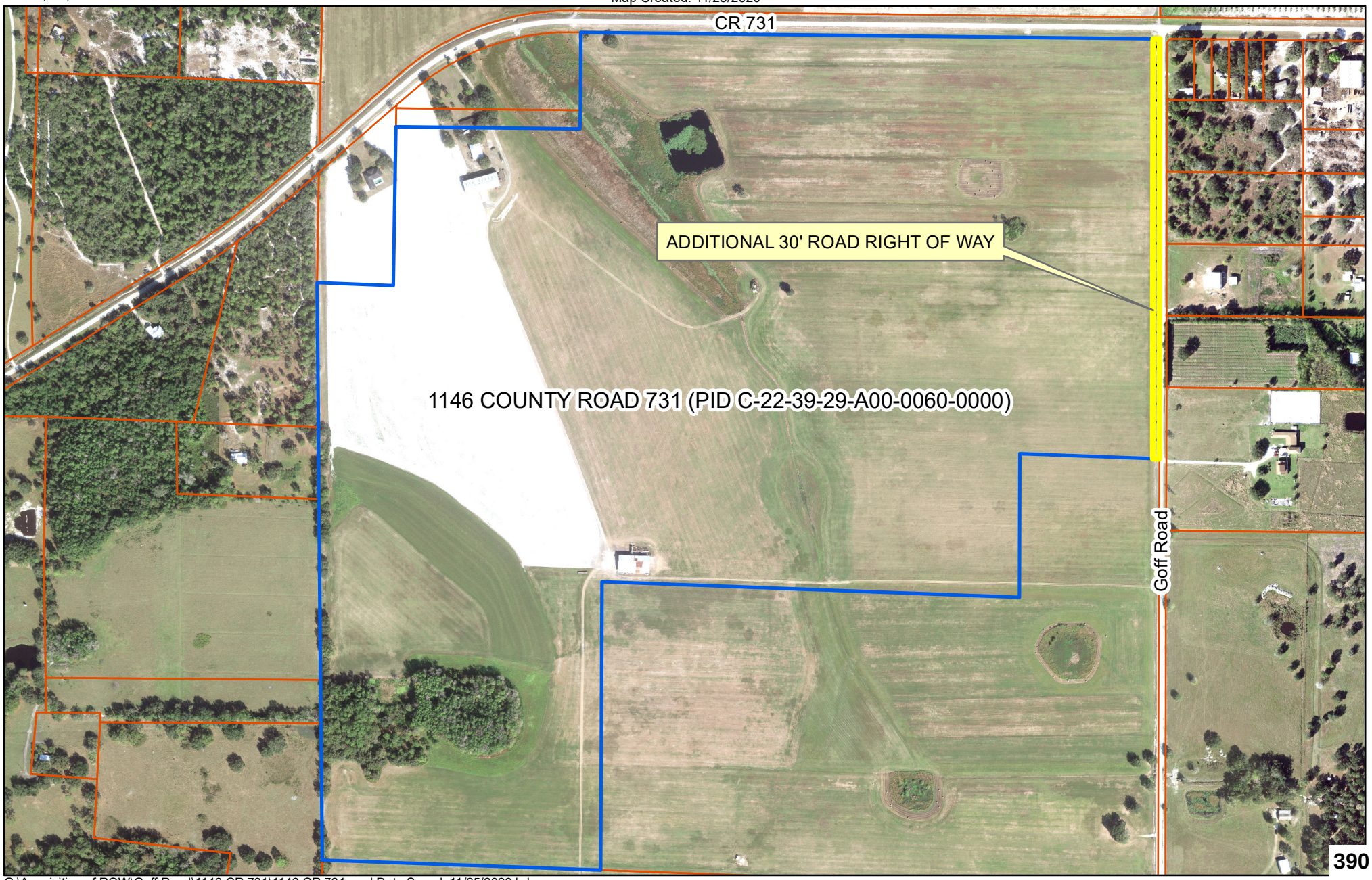
A PARCEL FOR ADDITIONAL ROAD RIGHT-OF-WAY ALONG GOFF ROAD, LYING IN SECTION 22, TOWNSHIP 39 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 30.0 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22, LYING SOUTH OF COUNTY ROAD 731, TOGETHER WITH THE EAST 30.0 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22.

For Reference Only - Not A Boundary Survey

Map Created: 11/25/2020

Prepared By:
Highlands County Engineering Dept.
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 600 feet



G:\Acquisition of ROW\Goff Road\1146 CR 731\1146 CR 731.mxd Date Saved: 11/25/2020 bdorey

South Ridge Abstract & Title Company
229 South Commerce Avenue
Sebring, Florida 33870
Phone (863) 385-2521
Fax (863) 382-6438

March 4, 2021

Vickey Linsinbigler
County Engineer/Public Works
505 South Commerce Ave
Sebring, Fl 33870
Order No. 16242

Dear Ms Linsinbigler:

After making a diligent search of the Public Records of Highlands County, Florida, as to the following described property, we find ***David Bryant Sherley as Trustee of the Martha Sherley Family Trust created u/a/d January 22, 1995*** by Warranty Deed recorded in O.R. Book **1387,** Page **283 and Corrective Warranty Deed recorded in O.R. Book 2118, Page 4,** of the Public Records of Highlands County, Florida, (copy attached), to be the apparent record fee owner of:

1146 County Road 731 (PID C-22-39-29-A00-0060-0000):
A parcel for additional road right-of-way along Goff Road, lying in Section 22, Township 39 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: The East 30.0 feet of the south half of the northeast quarter of said Section 22, lying south of County Road 731, TOGETHER WITH the East 30.0 feet of the northeast quarter of the northeast quarter of the southeast quarter of said Section 22.

115 Goff Road (PID C-22-39-29-A00-0050-0000):
A parcel for additional road right-of-way along Goff Road, lying in Section 22, Township 39 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: The East 30.0 feet of the south half of the southeast quarter of said Section 22, TOGETHER WITH the East 30.0 feet of the southeast quarter of the northeast quarter of the southeast quarter of said Section 22.

313 Goff Road (PID C-27-39-29-A00-0030-0000):
A parcel for additional road right-of-way along Goff Road, lying in Section 27, Township 39 South, Range 29 East, Highlands County, Florida, being more particularly described as follows: The East 30.0 feet of the north half of the northeast quarter of said Section 27.

By apparent record fee owner, we mean the last recorded party or parties to have received a deed of conveyance.

SUBJECT TO the following:

NOTHING OF RECORD FOUND

A NAME SEARCH was made within the time period of this property information report on the apparent record fee owner(s) only, and the results of said search are as follows:

1. David B. Sherley: NOTHING OF RECORD FOUND

2. Martha Sherley Family Trust u/a/d January 22, 1995:
a) Affidavit of Trust recorded in O.R. Book 2090, Page 645, of the Public Records of Highlands County, Florida.
b) Order Reforming The Martha Sherley Revocable Trust dated January 22, 1995 as Amended recorded in O.R. Book 2130, Paage 1312, of the Public Records of Highlands County, Florida.
3. Martha Howell Sherley:
a) Death Certificate recorded in O.R. Book 1380, page 1762, of the Public Records of Highlands County, Florida.
4. Robert B. sherley
a) Death Certificate recorded in O.R. Book 2094, Page 1577, of the Public Records of Highlands County, Florida.

STATE AND COUNTY TAXES:
Strap No.: C-22-39-29-A00-0060-000
Paid to and including the year 2020. See tax printout attached.

STATE AND COUNTY TAXES:
Strap No.: C-22-39-29-A00-0050-000
Paid to and including the year 2020. See tax printout attached.

STATE AND COUNTY TAXES:
Strap No.: C-27-39-29-A00-0030-000
Paid to and including the year 2020. See tax printout attached.

This property information report includes all searched public records filed from March 3, 2001 @ 5:00 P.M. through March 3, 2021 @ 5:00 P.M.

South Ridge Abstract & Title Company

BY: _____
(Authorized Signature)

Searcher: Donna Howerton
Typed by: Donna Howerton

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

"CERTIFIED COPY

** OFFICIAL RECORDS **
BK 1380 PG 1762

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO

1 DECEDENT'S NAME			2 SEX
FIRST: MARTHA	MIDDLE: HOWELL	LAST: SHERLEY	FEMALE

3 DATE OF DEATH (Month, Day, Year)	4 SOCIAL SECURITY NUMBER	5a AGE (Last Birthday) (years)	5b UNDER 1 YEAR (Months / Days)	5c UNDER 1 DAY (Hours / Minutes)
March 11,1997	[redacted]	71		

6 DATE OF BIRTH (Month, Day, Year)	7 BIRTHPLACE (City and State or Foreign Country)	8 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No)
September 23,1925	Miami, Florida	No

9a PLACE OF DEATH (Check only one — see instructions on other side): HOSPITAL — Inpatient — ER/Outpatient — DOA — OTHER — Nursing Home X Residence — Other (Specify)

9b INSIDE CITY LIMITS? (Yes or No): No

9c FACILITY NAME (If not institution, give street and number)	9d CITY, TOWN, OR LOCATION OF DEATH	9e COUNTY OF DEATH
1176 CR731	Venus	Highlands

10a DECEDENT'S USUAL OCCUPATION	10b KIND OF BUSINESS/INDUSTRY	11 MARITAL STATUS (Married, Never Married, Widowed, Divorced) (Specify)	12 SURVIVING SPOUSE (If wife, give maiden name)
Homemaker	Own Home	Married	Robert Bryant Sherley

13a RESIDENCE — STATE	13b COUNTY	13c CITY, TOWN, OR LOCATION	13d STREET AND NUMBER
Florida	Highlands	Venus	1176 CR731

13e INSIDE CITY LIMITS? (Yes or No)	13f ZIP CODE	14 WAS DECEDENT OF HISPANIC, OR HAITIAN ORIGIN? (Specify No or Yes — If Yes, specify Mexican, Cuban, Puerto Rican, etc.)	15 RACE — American Indian, Asian, Black, White, etc. (Specify)	16 DECEDENT'S EDUCATION (Specify only highest grade completed)	
		X No — Yes		Elementary/Secondary (0-12)	College (1 or more)
No	33960	Specify	White	12	

17 FATHER'S NAME (First, Middle, Last)	18 MOTHER'S NAME (First, Middle, Last, Maiden Surname)
Clifford Moses	Ruth Dowling

19a INFORMANT'S NAME (Type/Print)	19b MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
Robert Bryant Sherley	1176 CR731, Venus, Florida 33960

20a METHOD OF DISPOSITION: X Burial — Cremation — Removal from State — Donation — Other (Specify)	20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)	20c LOCATION — City or Town, State
	Venus Cemetery	Venus,Florida

21a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH	21b LICENSE NUMBER (of Licensee)	21c NAME AND ADDRESS OF FACILITY
Richard Scott	3915	Scott Funeral Home 512 Deen Blvd.Lake Placid,Fl.33852

22a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) as stated. (Signature and Title)	23a On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title)
W. [illegible] M.D.	
22b DATE SIGNED (Mo, Day, Yr): 3 March 12,1997	22c HOUR OF DEATH: 12:25 P. M.
22d NAME OF ATTENDING PHYSICIAN (If other than certifier) (Type or Print)	23b DATE SIGNED (Mo, Day, Yr)
	23c HOUR OF DEATH
	23d MEDICAL EXAMINER'S CASE #

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print)
Mina Bhatt, M.D. 103 Tomoka Blvd. S. Lake Placid, Florida 33852

25a SUBREGISTRAR — SIGNATURE AND DATE	25b LOCAL REGISTRAR — SIGNATURE	25c DATE REGISTERED
	L. Dolan, Deputy Registrar for Luke Brooker Mar 12 1997	

26 PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. Antecedent causes...

FILE # 957303 RCD: Aug 25 1997 @ 10:22AM
L. E. "Luke" Brooker, Clerk, Highlands County

RANDELL MILLER
HINES & ASSOCIATES,P.A.
HYDE PARK PROFESSIONAL CENTER
315 SOUTH HYDE PARK AVENUE
TAMPA,FLORIDA 33606

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

MAR 17 1997

CHIEF DEPUTY REGISTRAR — State Registrar

WARNING: DO NOT ACCEPT CERTIFIED COPIES UNLESS ON SECURITY PAPER WITH COLORED BACKGROUND AND THE LETTERS FLA IN THE UPPER RIGHT AND LEFT CORNERS OF PAPER ON FRONT AND VERTICAL SECURITY LINES ON BACK. UNAUTHORIZED ALTERATION OR ERASURE VOIDS THIS CERTIFICATE.

6386861

HRS FORM 1564A (10-85)

CERTIFICATION OF VITAL RECORD

OFFICIAL RECORDS FILE# 1470964 BK 2094 PG 1577 RCD: 09/04/2007 12:16:53 PM
D.C. JROMANIK REC. FEE $10.00 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

STATE OF FLORIDA

1000 JR

(2)

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

LOCAL FILE NO.

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Robert B. Sherley — 2. SEX: Male

3. DATE OF BIRTH (Month, Day, Year): March 23,1925 — 4a. AGE-Last Birthday (Years): 82 — 4b. UNDER 1 YEAR: Months / Days — 4c. UNDER 1 DAY: Hours / Minutes — 5. DATE OF DEATH (Month, Day, Year): June 21,2007

6. SOCIAL SECURITY NUMBER: [redacted] — 7. BIRTHPLACE (City and State or Foreign Country): South Miami,Florida — 8. COUNTY OF DEATH: Highlands

9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient ___ Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility X Decedent's Home ___ Other (Specify)

10. FACILITY NAME (If not Institution, give street address): 1176 CR 731 — 11a. CITY, TOWN, OR LOCATION OF DEATH: Venus — 11b. INSIDE CITY LIMITS? Yes X No

12. MARITAL STATUS (Specify): ___ Married ___ Married, but Separated X Widowed ___ Divorced ___ Never Married — 13. SURVIVING SPOUSE'S NAME (If wife, give maiden name):

14a. RESIDENCE - STATE: Florida — 14b. COUNTY: Highlands — 14c. CITY, TOWN, OR LOCATION: Venus

14d. STREET ADDRESS: 1176 CR 731 — 14e. APT. NO. — 14f. ZIP CODE: 33960 — 14g. INSIDE CITY LIMITS? Yes X No

15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. Do not use "Retired"): Farmer — 15b. KIND OF BUSINESS/INDUSTRY: Agriculture

16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Is. (Specify) ___ Other (Specify)

17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian

18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less X High school but no diploma ___ High school diploma or GED ___ College but no degree ___ College degree (Specify) ___ Associate ___ Bachelor's ___ Master's ___ Doctorate — 19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No

20. FATHER'S NAME (First, Middle, Last, Suffix): David Sherley — 21. MOTHER'S NAME (First, Middle, Maiden Surname): Alvera Beck

22a. INFORMANT'S NAME: Clarice Lott — 22b. RELATIONSHIP TO DECEDENT: Daughter — 22c. INFORMANT'S MAILING STATE: Florida

23a. CITY OR TOWN: Venus — 23b. STREET ADDRESS: 62 Ranch House Road — 23c. ZIP CODE: 33960

24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Venus Cemetery — 25a. LOCATION - STATE: Florida — 25b. LOCATION - CITY OR TOWN: Venus

26a. METHOD OF DISPOSITION: X Burial ___ Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)

26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No — 27a. LICENSE NUMBER (of Licensee): 4236 — 27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH

28a. NAME OF FUNERAL FACILITY: Michael A. Brochetti Funeral Home Inc. — 28b. FACILITY'S MAILING - STATE: Florida

28c. CITY OR TOWN: Lake Placid — 28d. STREET ADDRESS: 404 Plaza Avenue — 28e. ZIP CODE: 33852

29. CERTIFIER: X Certifying Physician. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. ___ Medical Examiner. On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.

30a. Signature and Title of Certifier: [signature] — 30b. DATE SIGNED (mm/dd/yyyy): 06/25/2007 — 30c. TIME OF DEATH (24 hr.): 0834 — 30d. MEDICAL EXAMINER'S CASE NUMBER

31a. LICENSE NUMBER (of Certifier): OS7976 — 31b. CERTIFIER'S NAME: Dr.Kendra Pyle — 32. NAME OF ATTENDING PHYSICIAN (If other than Certifier)

33a. CERTIFIER'S STATE: Florida — 33b. CITY OR TOWN: Sebring — 33c. STREET ADDRESS: 219 US Highway 27 North — 33d. ZIP CODE: 33870

34. SUBREGISTRAR Signature and Date — 35a. LOCAL REGISTRAR - Signature: Loretta K. Garrison, CDR — 35b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): June 27,2007

MEDICAL CERTIFIER — DEMOGRAPHIC INFORMATION COMPILED BY FUNERAL DIRECTOR

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

RETURN TO: Hines Norman Hines PL
315 South Hyde Park Avenue
Tampa, FL 33606

Loretta K. Garrison, CDR
Chief Deputy Registrar

JUN 27 2007

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF HEALTH

OH FORM 1947 (08/04)

33936511

CERTIFICATION OF VITAL RECORD

33936511

** OFFICIAL RECORDS **
BK 1387 PG 283

WARRANTY DEED

THIS WARRANTY DEED made the 3 day of September A.D., 1997, by ROBERT B. SHERLEY, as Trustee of the "ROBERT B. SHERLEY and MARTHA SHERLEY LAND TRUST" (hereinafter called the "Grantor"), whose post office address is 1176 State Road 731, Venus, Florida 33960, to ROBERT B. SHERLEY and DAVID BRYANT SHERLEY, as Co-Trustees of the "MARTHA SHERLEY FAMILY TRUST", created u/a/d January 22, 1995, whose post office address is 1176 State Road 731, Venus, Florida 33960 (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of the interest in that certain land situate in Highlands County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A".

This conveyance is subject to conditions, restrictions, limitations, easements of record, if any, zoning regulations and taxes and assessments for 1997 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land;

This instrument prepared by
And to be returned to:

Randell Miller, Esq.
HINES & ASSOCIATES, P.A.
315 South Hyde Park Avenue
Tampa, FL 33606
(813) 251-8659

DEED DOC STAMPS $.70 D.C.

that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, sealed and delivered
in our presence:

Witness (Signature)

Witness (Printed Name)

Witness (Signature)

Witness (Printed Name)

ROBERT B. SHERLEY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 3 day of September, 1997, before me the undersigned officer, personally appeared, ROBERT B. SHERLEY, Co-Trustee, the Grantor, who:

[✓] is personally known to me to be the individual described in, and who executed, the foregoing Warranty Deed, and who did/did not (Circle One) take an oath.

[ ] is not personally known to me, but provided Driver's License No. _____, as proof that he is the individual described in, and who executed, the foregoing Warranty Deed and who did/did not (Circle One) take an oath.

Notary Public (Signature)

Notary Public (Printed Name)

RANDELL M. MILLER
COMMISSION # CC 528472
EXPIRES JAN 22, 2000
BONDED THRU
#1-ANTIS BONDING CO., INC.

EXHIBIT "A"

PROPERTY SCHEDULE

The following described land situated in Highlands County, State of Florida:

The North half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 27, Township 39 South, Range 29 East, Highlands County, Florida. The East Half of the Southwest Quarter and the Southeast Quarter and the South Half of the Northwest Quarter and the Southeast Quarter of the Northwest lying South of the Southerly right-of-way of State Road No. 731 of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, LESS AND EXCEPT the following: Begin at the point of intersection of the West line of the East Half of the West Half of said Section 22 and the Southerly right-of-way line of State Road No. 731, thence North 47°07'30" East along said Southerly right-of-way line of State Road No. 731 for a distance of 445.18 feet to a point; thence South 0°39'53" East along a line parallel with the West line of the East Half of the West Half of said Section 22 for a distance of 867.0 feet to a point on the South line of the North Half of said Section 22; thence North 88°23'34" West along said south line of the North line of Section 22 for a distance of 330.00 feet to a point on the West line of the East Half of the West half of said Section 22; thence North 0°39'53" West along the West line of the East Half of the West Half of said Section 22 for a distance of 554.82 feet to the POINT OF BEGINNING. ALSO LESS AND EXCEPT Road right-of way for State Road No. 731.

LESS

A potion of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the Northeast corner of said Section 22; thence North 88°21'48" West along the North line of said Section 22, for a distance of 2663.17 feet to a point, thence South 0°11'11" West for a distance of 1445.45 feet to a point on the South right-of-way line of State Road No. 731 said point being the POINT OF BEGINNING; thence continue South 0°11'11" West for a distance of 360.0 feet to a point; thence North 89°48'49" West for a distance of 848.49 feet to a point; thence North 0°14'03" East for a distance of 13.73 feet to a point on the South right-of-way line of State Road No. 731; thence North 48°31'31" East along said South right-of-way line for a distance of 103.95 feet to the Point of Curvature of a circular curve to the right having a radius of 1095.92 feet, a central angle of 41°39'40" and a chord bearing of North 69°21'21" East; thence Northeasterly along said curvature for an arc distance of 796.87 feet to the Point of Tangency; thence South 89°48'49" East along the South right-of-way of State Road No. 721 for a distance of 42.45 feet to the POINT OF BEGINNING. Containing 5.00 acres, more or less.

** OFFICIAL RECORDS **
BK 1387 PG 285

FILE # 963115 RCD: Oct 22 1997 @ 02:59PM
L. E. "Luke" Brooker, Clerk, Highlands County

OFFICIAL RECORDS FILE# 1487348 BK 2118 PG 4 RCD: 01/04/2008 10:27:45 AM D.C. ASADLER REC. FEE $27.00 DEED DOC STAMPS $0.70 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

AS
2700
.70

This instrument prepared by
and to be returned to:
Randell Miller, Esquire
HINES, NORMAN, HINES P.L.
315 South Hyde Park Avenue
Tampa, Florida 33606
(813)251-8659

CORRECTIVE WARRANTY DEED

THIS CORRECTIVE WARRANTY DEED is given this 4 day of January, 2007, by David Bryant Sherley as successor Trustee of the Robert B. Sherley and Martha Sherley Land Trust U/A/D/ January 19, 1995, (the 'Grantor") whose post office address is 1220 County Road 731, Venus, Florida 33910 to David Bryant Sherley as Trustee of the Martha Sherley Family Trust created u/a/d January 22, 1995 (the "Grantee"), whose address is 1220 County Road 731, Venus, Florida, 33910.

David B Sherley
1220 CR 731
Venus, FL 33910

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of its interests in that certain land situate in Highlands County, Florida, as legally described on the attached Exhibit "A".

RETURN TO

This conveyance is subject to conditions, reservations, obligations, restrictions, limitations, easements of record, if any, zoning regulations and taxes and assessments for the year 2007 and subsequent years.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

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

THIS CORRECTIVE WARRANTY DEED IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION ON THAT CERTAIN WARRANTY DEED RECORDED October 22, 1997 IN OR BOOK 1387 PAGES 283-285 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

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

Signed, sealed and delivered
in our presence:

Signature of Witness

Paige Sherman
Printed Name if Witness

Signature of Witness

Lisa Sherman
Printed Name of Witness

By: _____
David Bryant Sherley, as successorTrustee of
The Robert B. Sherely and Martha Sherley
Land Trust u/a/d January 19, 1995

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 4 day of January 2008 ~~2007~~, by David Bryant Sherley as successor Trustee of the Robert B. Sherley and Martha Sherley Land Trust u/a/d January 19, 1995, the Grantor,

✓ who is personally known to me to be the individual described, in, and who executed, the foregoing Corrective Warranty Deed.

_____ is not personally known to me, but provided Driver's License No: _____, as proof that he is the individual described in, and who acknowledged and executed the foregoing Corrective Warranty Deed.

Lynda Sue Walker
Notary

LYNDA SUE WALKER
MY COMMISSION # DD 282113
EXPIRES: May 17, 2008
Bonded Thru Notary Public Underwriters

Exhibit "A"

The following described land situated in Highlands County, State of Florida:

The North half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 27, Township 39 South, Range 29 East, Highlands County, Florida. The East Half of the Southwest Quarter and the Southeast Quarter and the South Half of the Northeast Quarter and the Southeast Quarter of the Northwest lying South of the Southerly right-of-way of State Road No. 731 of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, LESS AND EXCEPT the following: Begin at the point of intersection of the West line of the East Half of the West Half of said Section 22 and the Southerly right-of-way line of State Road No. 731, thence North 47°07'30" East along said Southerly right-of-way line of State Road No. 731 for a distance of 445.18 feet to a point; thence South 0°39'53" East along a line parallel with the West line of the East Half of the West Half of said Section 22 for a distance of 867.0 feet to a point on the South line of the North Half of said Section 22; thence North 88°23'34" West along said south line of the North line of Section 22 for a distance of 330.00 feet to a point on the West line of the East Half of the West half of said Section 22; thence North 0°39'53" West along the West line of the East Half of the West Half of said Section 22 for a distance of 554.82 feet to the POINT OF BEGINNING. ALSO LESS AND EXCEPT Road right-of way for State Road No. 731.

LESS

A potion of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the Northeast corner of said Section 22; thence North 88°21'48" West along the North line of said Section 22, for a distance of 2663.17 feet to a point, thence South 0°11'11" West for a distance of 1445.45 feet to a point on the South right-of-way line of State Road No. 731 said point being the POINT OF BEGINNING; thence continue South 0°11'11" West for a distance of 360.0 feet to a point; thence North 89°48'49" West for a distance of 848.49 feet to a point; thence North 0°14'03" East for a distance of 13.73 feet to a point on the South right-of-way line of State Road No. 731; thence North 48°31'31" East along said South right-of-way line for a distance of 103.95 feet to the Point of Curvature of a circular curve to the right having a radius of 1095.92 feet, a central angle of 41°39'40" and a chord bearing of North 69°21'21" East; thence Northeasterly along said curvature for an arc distance of 796.87 feet to the Point of Tangency; thence South 89°48'49" East along the South right-of-way of State Road No. 721 for a distance of 42.45 feet to the POINT OF BEGINNING. Containing 5.00 acres, more or less.

OFFICIAL RECORDS FILE# 1467839 BK 2090 PG 645 RCD: 08/13/2007 11:15:44 AM
D.C. LHAYNES REC. FEE $61.00 L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

LH
61.00

(2)

This Instrument Prepared By:
And Return To:
Randell M. Miller
Hines Norman Hines, P.L.
315 South Hyde Park Avenue
Tampa, Florida 33606

AFFIDAVIT OF TRUST

BEFORE ME, the undersigned officer duly authorized to administer oaths and take acknowledgments under the laws of the State of Florida, this day personally appeared David B. Sherley ("Affiant"), as Trustee of the Martha Sherley Family Trust Trust U/A/D dated January 22, 1995, who being first duly sworn and cautioned, deposes and says:

David Sherley
1220 CR 731
Venus, FL 33960

DTC
RETURN TO

1. The Affiant's mother, Martha Sherley formed the Martha Sherley Revocable Trust, U/A/D January 22, 1995, (here after the "Revocable Trust") and as the current Trustee, Affiant is familiar with the terms of the Revocable Trust and all other trusts created there under.

2. Martha Sherley died on March 11, 1997.

3. Upon the death of Martha Sherley, pursuant to Article XVII of the Revocable Trust (excerpts attached hereto as Exhibit A.), Affiant, with his father Robert B. Sherley became the Co-Trustee of the Revocable Trust and all other trusts created there under.

4. Robert B. Sherley died on June 21, 2007, which left Affiant as the only Trustee of the Revocable Trust and all other trusts created there under.

5. On or about September 3, 1997, the Martha Sherley Family Trust, (the "Family Trust") which was provided for pursuant to Article IX of the Revocable Trust (excerpts attached hereto as Exhibit B), acquired certain real property located in Highlands County, Florida from the estate of Martha Sherley.

5. The Family Trust currently owns one hundred per cent (100%) of the real property described on the attached Exhibit C.

6. Pursuant to Article XIII (d) of the Revocable Trust, (excerpts attached hereto as Exhibit D) the Trustee has full power and authority to sell or transfer the real property described on Exhibit C.

7. There are no contrary powers or other restrictions in the Revocable Trust that prohibit the Trustee from selling or transferring the real property described in the attached Exhibit C.

8. The Trust has been in full force and effect at all times during the period of ownership of the real property described in the attached Exhibit C.

Affiant hereby acknowledges that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the United States and the State of Florida for falsely swearing to statements made in this Affidavit; moreover, Affiant acknowledges that Affiant has read the full contents of this Affidavit and understands the same.

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

David B. Sherley as Trustee of the Martha Sherley Family Trust U/A/D January 22, 1995, Affiant

STATE OF FLORIDA
COUNTY OF HIGHLANDS

On this 13 day of August, 2007, before me the undersigned officer, personally appeared David B, Sherley, Trustee, as Affiant, who:

[✓] is personally known to me to be the individual described in, and who executed, the foregoing Affidavit of Trust, and who did take an oath.

[ ] is not personally known to me, but provided Driver's License No. N/A as proof that he is the individual described in, and who executed, the foregoing Affidavit of Trust and who did take an oath.

Notary Public (Signature)

LYNDA SUE WALKER
MY COMMISSION # DD 282113
EXPIRES: May 17, 2008
Bonded Thru Notary Public Underwriters

deceased Grantor's Personal Representative may make a QTIP election with respect to all of the property allocated to one such trust.

(e) Combining Trust and Adding Property to Trust. The Trustee may combine trusts or add property to trusts only if the generation-skipping inclusion ratio of such trusts or property is preserved.

ARTICLE XV

Principal and Income

The Trustee shall have the power to determine the allocation of receipts and expenses between income and principal, provided such allocation is not inconsistent with the beneficial enjoyment of Trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts, and provided that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

ARTICLE XVI

Accounting By Trustee

The Trustee shall maintain accurate accounts and records and shall render annual statements to the current income beneficiary or beneficiaries hereunder showing receipts and disbursements of principal and income.

ARTICLE XVII

Provisions Regarding Trustee

(a) If the Grantor shall resign, become mentally or physically incapable of attending to her personal business affairs, or cease to act as Co-Trustee hereunder for any reason whatsoever during her lifetime, then the Grantor's husband, R. B. SHERLEY, shall continue to serve as sole Trustee; provided, however, that upon the death of the Grantor, or in the event that the Grantor's husband, R. B. SHERLEY, shall have predeceased the Grantor, the Grantor's son, DAVID BRYANT SHERLEY shall serve as successor Co-Trustee, with the Grantor's husband, or sole Trustee, as the case may be, in her place and stead. If DAVID BRYANT SHERLEY shall die, resign, become mentally or physically incapable of attending to his personal business affairs, or cease to act as Co-Trustee hereunder for any reason whatsoever, then in that event, the Grantor's daughter, MARTHA ANN STEPHENS, shall serve as successor Co-Trustee in his place and stead. The resignation of the Grantor shall be effective upon the successor Trustee receiving notice thereof in writing from her. The Grantor shall be deemed to have become mentally or physically incapable of attending to her business affairs upon the successor Trustee receiving certification thereof from a licensed practicing Doctor of Medicine familiar with the

Exhibit B

ARTICLE IX

"Family Part" - Disposition of Income and Principal

(a) The "Family Part", determined as provided for in Article VIII hereinabove, shall be held by the Trustee, in trust, such trust to be known as and herein referred to as the "MARTHA SHERLEY FAMILY TRUST", to and for the following purposes:

(1) For the purpose of facilitating the payment of estate, inheritance, legacy, succession, and other taxes, state and federal (including any interest or penalties thereon) arising or owing upon as a result of the Grantor's death, the Trustee may use the whole or any part of the principal or income of the "MARTHA SHERLEY FAMILY TRUST", to the extent that it shall in its sole discretion determine, for the following uses and purposes:

(A) to purchase from the Personal Representative of the Grantor's estate any assets and property, whether real or personal, tangible or intangible composing any part of the probate estate of the Grantor, for such price and upon such terms and conditions as the Trustee shall in its discretion deem proper; and

(B) to make loans and advances to the Grantor's Personal Representative upon such terms and conditions, with or without security, as the Trustee shall in its discretion determine. Payments, purchases, loans and/or advances made by the Trustee in the bona fide belief that they are pursuant to the provisions of this subsection shall be final and conclusive and not open to question by anyone.

(b) The remaining balance of the principal and income of the "MARTHA SHERLEY FAMILY TRUST", after the Trustee makes provision for or makes any payment pursuant to the provisions of immediately preceding Section (a)(1), shall be held, administered and disposed of as follows:

(1) If the Grantor's husband, ROBERT B. SHERLEY, shall survive her, then commencing with the date of death of the Grantor, and continuing until the "Division Date" as described in paragraph (c) hereinbelow, the Independent Trustee (as subsequently defined under Paragraph (g) of Article XVII hereinbelow) may distribute or apply all or any part of the net income or principal of the "MARTHA SHERLEY FAMILY TRUST" to or for the benefit of the Grantor's said husband at such time and in such manner as the Independent Trustee shall, in its sole discretion, deem advisable for the health and support in reasonable comfort of the Grantor's said husband. In exercising such discretion, the Independent Trustee shall take into consideration all other income available to the Grantor's said husband.

Exhibit C

The following described land situated in Highlands County, State of Florida:

The North half of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter of Section 27, Township 39 South, Range 29 East, Highlands County, Florida. The East Half of the Southwest Quarter and the Southeast Quarter and the South Half of the Northwest Quarter and the Southeast Quarter of the Northwest lying South of the Southerly right-of-way of State Road No. 731 of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, LESS AND EXCEPT the following: Begin at the point of intersection of the West line of the East Half of the West Half of said Section 22 and the Southerly right-of-way line of State Road No. 731, thence North 47°07'30" East along said Southerly right-of-way line of State Road No. 731 for a distance of 445.18 feet to a point; thence South 0°39'53" East along a line parallel with the West line of the East Half of the West Half of said Section 22 for a distance of 867.0 feet to a point on the South line of the North Half of said Section 22; thence North 88°23'34" West along said south line of the North line of Section 22 for a distance of 330.00 feet to a point on the West line of the East Half of the West half of said Section 22; thence North 0°39'53" West along the West line of the East Half of the West Half of said Section 22 for a distance of 554.82 feet to the POINT OF BEGINNING. ALSO LESS AND EXCEPT Road right-of way for State Road No. 731.

LESS

A potion of Section 22, Township 39 South, Range 29 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the Northeast corner of said Section 22; thence North 88°21'48" West along the North line of said Section 22, for a distance of 2663.17 feet to a point, thence South 0°11'11" West for a distance of 1445.45 feet to a point on the South right-of-way line of State Road No. 731 said point being the POINT OF BEGINNING; thence continue South 0°11'11" West for a distance of 360.0 feet to a point; thence North 89°48'49" West for a distance of 848.49 feet to a point; thence North 0°14'03" East for a distance of 13.73 feet to a point on the South right-of-way line of State Road No. 731; thence North 48°31'31" East along said South right-of-way line for a distance of 103.95 feet to the Point of Curvature of a circular curve to the right having a radius of 1095.92 feet, a central angle of 41°39'40" and a chord bearing of North 69°21'21" East; thence Northeasterly along said curvature for an arc distance of 796.87 feet to the Point of Tangency; thence South 89°48'49" East along the South right-of-way of State Road No. 721 for a distance of 42.45 feet to the POINT OF BEGINNING. Containing 5.00 acres, more or less.

LESS

Portion of Section 22, Township 29 South, Range 29 East, Highlands County, Florida, being described as follows: commence at the Northeast corner of said Section 22; thence North 88°21'48" West along the North line of said Section 22 a distance of 2663.17 feet; thence South 00°11'11" West a distance of 1805.45 feet to the Point of Beginning; thence continue South 00°11'11" West a distance of 85.44 feet; thence North 89°48'49" West a distance of 848.62 feet; thence North 00°14'03" East a distance of 85.44 feet; thence South 89°48'49" East a distance of 848.49 feet to the Point of Beginning.

which promise to yield the greatest return and result in a maximum appreciation of principal; and it is hereby relieved from all liability for any loss of the Trust property in any speculative business or venture.

(c) To rent or lease any property of the Trust for such time and upon such terms and for such price or prices as in its discretion and judgment may seem just and proper and for the best interests of the trusts and the beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of the trusts.

(d) To sell and convey any of the property (including any stocks or bonds) of the trusts or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in its discretion and judgment may be deemed for the best interests of the trusts and the beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

(e) To make repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trusts, and to build, construct, and complete any building or buildings upon such property which in its discretion and judgment may be deemed advisable and proper for the best interests of the trusts and the beneficiaries hereunder, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between the principal and the income of the trusts.

(f) To deduct, retain, expend and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection therewith and the conduct of same, and to pay all taxes, insurance premiums and other legal assessments, debts, claims or charges which at any time may be due and owing, by, or which may exist against the trusts.

(g) To vote upon all securities belonging to the trusts, and to become a party to any stockholder's agreements deemed advisable by it in connection with such securities.

(h) To consent to the reorganization, consolidation, merger, liquidation, readjustment of or other change in any corporation, company, or association, or to the sale, mortgage, or lease of the property thereof or any part thereof, any of the securities or other property which may at the time be held by it hereunder and to do any act or exercise any power with reference thereto that may be legally exercised by any persons owning similar property in their own right, including the exercise of conversion, subscription, purchase, or other options, the deposit, surrender, or exchange of securities, the entrance into voting trust, and the making of agreements or subscriptions which it may deem necessary or advisable in connection therewith, all without applying to any court, or to otherwise dispose of any securities or any other property which it may so acquire.

OFFICIAL RECORDS FILE# 1496683 BK 2130 PG 1312 RCD: 03/24/2008 08:52:31 AM
D.C. ASADLER L.E. "LUKE" BROOKER CLERK OF COURTS HIGHLANDS CO.

IN THE CIRCUIT COURT FOR HIGHLANDS COUNTY, FLORIDA

IN RE:

File No.: 08-170-GCS

MARTHA SHERLEY
REVOCABLE TRUST
DATED JANUARY 22, 1995,
AS AMENDED

_____/

FILED
2008 MAR 19 AM 11:14
L.E. "LUKE" BROOKER
CLERK
HIGHLANDS COUNTY, FL

ORDER REFORMING THE
MARTHA SHERLEY REVOCABLE TRUST
DATED JANUARY 22, 1995, AS AMENDED

THIS CAUSE having come before the Court upon the **Petition for Reformation of the Martha Sherley Revocable Trust dated January 22, 1995, as Amended**, and the Court being otherwise fully advised in the premises, the Court finds as follows:

1. This is a Petition for Reformation of Trust filed pursuant to Florida Statutes Sections 736.0415 and 736.0416 to modify and reform the MARTHA SHERLEY REVOCABLE TRUST DATED JANUARY 22, 1995, AS AMENDED (the "Martha Sherley Trust").

2. This Court has jurisdiction over the parties and subject matter of this cause.

3. A copy of the petition has been served on all interested persons pursuant to Rule 5.041(b), Florida Probate Rules.

4. On December 21, 1992, ROBERT B. SHERLEY and MARTHA SHERLEY, as Grantors, created the Sherley Revocable Living Trust. On January 22, 1995, MARTHA

SHERLEY executed the First Amendment to the Sherley Revocable Living Trust, and thereafter the trust was known as the MARTHA SHERLEY REVOCABLE TRUST. On June 1, 1995, MARTHA SHERLEY amended the MARTHA SHERLEY REVOCABLE TRUST by executing the Second Amendment to the Sherley Revocable Living Trust.

5. The Martha Sherley Trust became irrevocable upon the death of MARTHA SHERLEY on March 11, 1997.

6. DAVID BRYANT SHERLEY has served continuously as sole Successor Trustee of the Martha Sherley Trust, and of each of the subtrusts created thereunder, since June 21, 2007.

7. Upon the death of the Grantor MARTHA SHERLEY, the Martha Sherley Trust created the MARTHA SHERLEY FAMILY TRUST (the "Family Trust ") for the lifetime benefit of ROBERT B. SHERLEY. The remainder beneficiary of the Family Trust is DAVID BRYANT SHERLEY, per stirpes.

8. One of MARTHA SHERLEY's primary objectives in creating the Martha Sherley Trust was to establish a trust upon the Grantor's death for the benefit of her husband during his remaining lifetime, and then for her son, DAVID BRYANT SHERLEY, for his lifetime, to provide for the beneficiaries' needs and avoid the imposition of federal estate tax on such trust assets upon the beneficiaries' subsequent deaths.

9. Article XIV, Section (b) of the Martha Sherley Trust directs the Trustee to allocate the Gantor's unused generation-skipping tax exemption to the Family Trust so that it would not be included in DAVID BRYANT SHERLEY's gross estate for federal estate tax purposes.

10. Section (b)(2) of Article IX provides for outright distribution to DAVID BRYANT SHERLEY upon the death of the Grantor's husband, not a lifetime trust for his benefit.

11. The distribution provisions set forth in Section (b)(2) of Article IX of the Martha Sherley Trust are in error, and are inconsistent with the Grantor's intent that, after the death of the Grantor's husband, the Family Trust be held for the lifetime benefit of her son, and not be subject to federal estate tax at his passing.

12. Compliance with the terms of the Martha Sherley Trust to distribute the property of the Family Trust to DAVID BRYANT SHERLEY upon the death of ROBERT B. SHERLEY will cause the property to be subject to federal estate tax at DAVID BRYANT SHERLEY's death.

13. In order to accomplish the estate and tax planning desires of the Grantor, it is necessary that the terms of the Martha Sherley Trust be modified retroactive to June 1, 1995, to provide that the Family Trust, after the death of the Grantor's husband, will extend for the lifetime of the Grantor's son, DAVID BRYANT SHERLEY.

14. All interested parties have consented to the entry of a Court Order consistent with the petition on file herein.

It is therefore ORDERED AND ADJUDGED:

1. The **Petition for Reformation of the Martha Sherley Revocable Trust dated January 22, 1995, as Amended** is hereby granted.

2. The Martha Sherley Trust is hereby reformed to delete Section (b)(2) of Article IX in its entirety, and replace it with the following Section (b)(2):

> (b)
>
> (2) Upon the death of the Grantor's said husband, ROBERT B. SHERLEY, or upon the death of the Grantor if she survives her said husband, the Trustee shall continue to hold, manage, invest, and reinvest the trust property upon the following terms:
>
> (i) All of the income of this trust shall be paid to or for the benefit of the Grantor's son, DAVID BRYANT SHERLEY, at

least annually.

(ii) So much of the principal of this trust shall be paid to or for the benefit of the Grantor's son, DAVID BRYANT SHERLEY, as the Trustee shall determine for the health, support, maintenance, and education of DAVID BRYANT SHERLEY.

(iii) Upon the death of DAVID BRYANT SHERLEY, the Trustee shall administer the trust as follows:

a) The Trustee shall pay to the personal representatives of DAVID BRYANT SHERLEY's estate all income accrued but undistributed at the date of his death.

b) The Trustee shall distribute the remaining trust assets to or for the benefit of the spouse or lineal descendants of DAVID BRYANT SHERLEY, or trusts for their benefit, in such manner and in such amounts as said DAVID BRYANT SHERLEY shall appoint by his Last Will and Testament duly proved and by specific reference to this limited power of appointment under Article IX, Section (b)(2)(iii)b) of the MARTHA SHERLEY FAMILY TRUST.

c) If any property of the trust is not appointed by DAVID BRYANT SHERLEY, and if DAVID BRYANT SHERLEY is survived by and married to DARLENE SHERLEY at his date of death, then the Trustee shall continue to hold, manage, invest, and reinvest the trust property for the lifetime benefit of DARLENE SHERLEY as the Independent Trustee, in the Independent Trustee's sole discretion, deems advisable for the health, support, maintenance and education of DARLENE SHERLEY. Upon the death of DARLENE SHERLEY, or upon the death of DAVID BRYANT SHERLEY if DARLENE SHERLEY does not become a beneficiary under this trust, the Trustee shall distribute the assets of this trust to or for the benefit of the lineal descendants of DAVID BRYANT SHERLEY, or to trusts for their benefit, in such manner and in such amounts as said DAVID BRYANT SHERLEY shall appoint by his Last Will and Testament duly proved and by specific reference to this limited power of appointment under Article IX, Section (b)(2)(iii)c) of the MARTHA SHERLEY FAMILY TRUST. Any property of the trust that is not appointed by DAVID BRYANT SHERLEY pursuant to this Section (b)(2)(iii)c) of Article IX of the MARTHA SHERLEY FAMILY TRUST shall be distributed in equal shares upon the death of said DARLENE SHERLEY or DAVID BRYANT SHERLEY, as the case may be, to the children of DAVID BRYANT SHERLEY, in equal shares, per stirpes.

(iv) The interest, either in principal or income, of any beneficiary of the MARTHA SHERLEY FAMILY TRUST created hereunder shall not in any way, voluntarily or involuntarily, be subject

to the claims of such beneficiary's creditors, spouse, former spouse or others, other than such exceptions hereto as may be prescribed by state or federal laws; nor shall such interest of any beneficiary, voluntarily or involuntarily, be subject to, in any manner, the debts, contracts, liabilities, assignments, or torts of such beneficiary; and such beneficiary shall not have the right to, voluntarily or involuntarily, alienate, assign, pledge, attach, anticipate, charge or otherwise encumber any interest he or she might have in principal or income of any trust created hereunder.

(v) The Grantor hereby appoints DAVID BRYANT SHERLEY as Trustee of the MARTHA SHERLEY FAMILY TRUST. Upon the resignation, death or incapacity of DAVID BRYANT SHERLEY, then DARLENE SHERLEY and DARYL BRYANT SHERLEY shall serve as Co-Trustees of the MARTHA SHERLEY FAMILY TRUST. DARYL BRYANT SHERLEY shall be designated the Independent Trustee of the MARTHA SHERLEY FAMILY TRUST. Upon the resignation, death or incapacity of DARYL BRYANT SHERLEY, then AMANDA KAY SHERLEY shall serve as successor Independent Co-Trustee for this trust. Upon the resignation, death or incapacity of AMANDA KAY SHERLEY, then DAVID ADAM SHERLEY shall serve as successor Independent Co-Trustee for this trust.

~~DONE AND~~ ORDERED in Chambers at the Highlands County Courthouse, ~~Bartow,~~ Sebring, Florida, on this 19 day of March, 2008, nunc pro tunc to June 21, 2007.

Olin W. Shinholser

JUDGE OLIN W. SHINHOLSER

This Order Prepared By:
J. Stephen Pullum, Esq.
Florida Bar No. 0213993

Certificate of Mailing

I HEREBY CERTIFY that a true copy of the foregoing **Order Reforming the Martha Sherley Revocable Trust dated January 22, 1995, as Amended**, has been furnished to the following by regular U.S. Mail this 19 day of MARCH, 2008:

David Bryant Sherley
1220 CR 731
Venus, Florida 33960

Darlene Sherley
1220 CR 731
Venus, Florida 33960

Daryl Bryant Sherley
1175 CR 731
Venus, Florida 33960

Amanda Kay Sherley
1220 CR 731
Venus, Florida 33960

David Adam Sherley
1220 CR 731
Venus, Florida 33960

J. Stephen Pullum, Esq.
Pullum & Pullum, P.A.
1330 W. Citizens Blvd., Suite 701
Leesburg, Florida 34748

Judicial Assistant/Deputy Clerk

K:\Sherley\ Order Reforming Trust-v2.dkh

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Account C223929-A0000600000

Tax Year 2020

Add to Cart Print Bill

Unpaid Bills All Bills

Year	Owner	Due	Receipt	Payor	Paid In	Status	Paid	Actions
2020	SHERLEY MARTHA FAMILY TR	$0.00	523546	SHERLEY HAY INC	Nov 20, 2020	Paid	$3,715.68	
2019	SHERLEY MARTHA FAMILY TR	$0.00	298652	SHERLEY HAY INC	Nov 8, 2019	Paid	$3,642.62	
2018	SHERLEY MARTHA FAMILY TR	$0.00	90445	SHERLEY FAMILY LLC	Nov 16, 2018	Paid	$3,423.04	
2017	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$3,007.11	
2016	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,989.65	
2015	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,959.61	
2014	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,814.76	
2013	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,441.42	
2012	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,423.40	
2011	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,346.95	
2010	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,441.49	
2009	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,693.57	
2008	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$2,636.81	
2007	SHERLEY MARTHA TRUST SHERLEY R B + DAVID BRYANT TRS	$0.00	N/A	N/A	N/A	Paid	$2,438.30	
	Total Due	$0.00						Add all

Parcel Details

Appraiser Info Parcel Map

Bill Number
84826

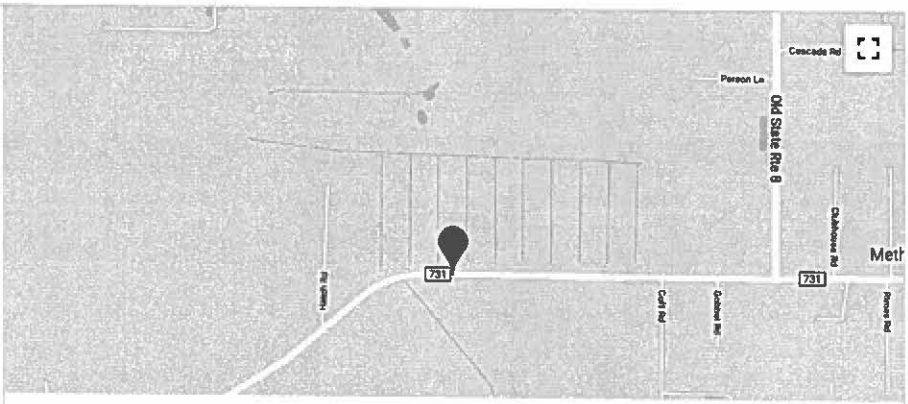
Property Type
Real

Owner
SHERLEY MARTHA FAMILY TR
1146 CR 731
VENUS

DBA

Situs
1146 CR 731 VENUS

Legal
E 3/4 OF SEC 22 S OF CR 731- LESS S 1/2 OF SE 1/4- LESS SE 1/4 OF NE 1/4 OF SE 1/4 -LESS W 330 FT OF SE 1/4 OF NW 1/4 -LESS IRREG 6.66 ACRES TR 943.25 FT



ALONG COR SLY R/W CR 731 IN NE OF SE 1/4 OF NW
SEC 22-32-29/6 239.44 ACRES

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Google Map data ©2021 Google

Charges

AD-VALOREM TAXES	Assessed	Exempt	Taxable	Millage	Amount
COUNTY GENERAL	218797	0	218797	8.55000	$1,870.71
SCHOOL GENERAL FUND	218797	0	218797	3.82700	$837.34
SCHOOL BASIC DISCRETIONARY	218797	0	218797	0.74800	$163.66
SCHOOL CAPITAL IMPROVEMENT	218797	0	218797	1.50000	$328.20
SFWM DISTRICT	218797	0	218797	0.11030	$24.13
SFWM OKEECHOBEE BASIN	218797	0	218797	0.11920	$26.08
SFWM EVERGLADES PROJECT	218797	0	218797	0.03800	$8.31
				Ad-Valorem Total	$3,258.43

NON AD-VALOREM ASSESSMENTS	Amount
122 - COUNTY FIRE - INDUSTRIAL	$612.07
Non Ad-Valorem Total	$612.07

Total Certified Combined **$3,870.50**

Add to Cart Print Bill

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Please call the Tax Collector's office at (863) 402-6685 for payment information.**

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Parcel C-22-39-29-A00-0060-0000

1146 CR 731
VENUS, FL 33960-

Owners:
SHERLEY MARTHA FAMILY TR

Mailing Address
1220 SR 731
VENUS, FL 33960

DOR Code: 63 - GRAZING SOIL CAP 4
Neighborhood: 490.00 - VENUS AREA
Millage: 60 - County South Florida Water
Map ID: 104D

Legal Description

E 3/4 OF SEC 22 S OF CR
731- LESS S 1/2 OF SE 1/4-
LESS SE 1/4 OF NE 1/4 OF
SE 1/4 -LESS W 330 FT OF SE
1/4 OF NW 1/4 -LESS IRREG
6.66 ACRES TR 943.25 FT
ALONG COR SLY R/W CR 731
IN NE OF SE 1/4 OF
NW 1/4 SEC 22
22-329-29/6 239.44 ACRES

Value Summary

Total Building Value	$110,996
Total XF Value	$27,639
Total Land Value	$180,086
Total Land value - Agri.	$78,298
Income	NA
Total Classified Use Value	$216,933
Total Just Value	$318,721

Taxable Value Summary

Total Assessed Value	$216,933

Total Exemptions	$0
Total Taxable Value	$216,933
Please note that property values in this office are being updated throughout the year. The final values are certified in October.	

Sales History

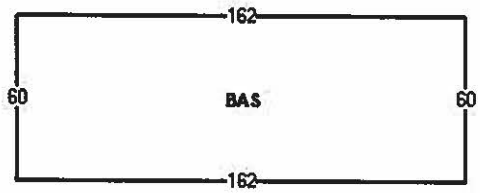
Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
2131	1210	03	2008	QC	Unqualified	Improved	01	$1
2090	652	08	2007	WD	Unqualified	Improved	01	$1
1387	283	09	1997	WD	Unqualified	Improved	01	$1
1284	1032	01	1995		Unqualified	Improved	10	$1
1200	1401	12	1992		Unqualified	Improved	01	$1

Buildings

Building 1

Type	Model	EffectiveArea	Quality Index	Effective Base Rate	Repl Cost New	AYB	Econ	Fnct	Other % Dpr	Normal % Dpr	% Cond
86	06	9,720	72	$16.49	$160,283	1993	0	0	0.00	30.75 %	69.25 %

1146 CR 731



BAS=W162 S60 E162 N60$.

Note: BLDG. 1=NORTH WEST (BEHIND HOUSE)

Element	Code	Description
Exterior Wall	27	Prefinished Metal
Exterior Wall 2	0	None
Roof Structure	3	Gable or Hip
Roof Cover	11	Metal Roof
Interior Wall	7	Unfinished
Interior Wall 2	0	None
Interior Flooring	3	Concrete Finished
Interior Flooring 2	0	None

Element	Code	Description
Heating Fuel	1	None
Heating Type	1	None
Air Cond. Type	1	None
Bath Fixtures	0.0	
Bedrooms	0.0	
CW Quality	1	
Common Wall	0	
Wall Height	18	
Rooms / Floor	1	

Subareas

Type	Gross Area	Percent of Base	Adjusted Area	Value
BAS	9,720	100.00 %	9,720	$110,996
Totals	9,720	N/A	9,720	$110,996

Extra Features

Code	Descr	BLD	Length	Width	Units	Unit Price	Orig Cond	Year On	AYB	% Cond	Value	Notes
0531	SH FR	41755	144	70	10,080.00	5.90			1980	20 %	$11,894	SOUTH
0394	UTILITY	41755	12	10	1.00	0.00			1900	100 %	$250	
0542	L BNC	41755	48	40	1,920.00	16.45		2004	1980	20 %	$6,317	NORTH
0501	SH PL	41755	49	31	1,519.00	4.55			1987	20 %	$1,382	NORTH
0410	TANK G	41755	8	4	1.00	0.00			1989	20 %	$118	NORTH
0410	TANK G	41755	12	4	1.00	0.00			1989	20 %	$236	NORTH
0020	C DRIVE	41755	58	34	1,972.00	5.10			1993	74 %	$7,442	

Land Lines

The zoning information contained in this record is **not guaranteed.**
For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
9910	MKT.VAL.AG			0.00	0.00	239.44	AC	1.00	1.00	1.00	730.34	752.11	$180,086	
5010	SVCE ACRGE		AU	0.00	0.00	3.00	AC	1.00	1.00	1.00	1,500.00	1,500.00	$4,500	
6108	PASTURE 1 - HAY		AU	0.00	0.00	217.09	AC	1.00	1.00	1.00	335.00	335.00	$72,725	
6306	RANGELAND - NATIVE		AU	0.00	0.00	0.20	AC	1.00	1.00	1.00	100.00	100.00	$20	
6308	MARSH		AU	0.00	0.00	19.15	AC	1.00	1.00	1.00	55.00	55.00	$1,053	

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Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899
Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Account C223929-A0000500000

Tax Year 2020

Add to Cart Print Bill

Unpaid Bills | All Bills

Year	Owner	Due	Receipt	Payor	Paid In	Status	Paid	Actions
2020	SHERLEY MARTHA TR	$0.00	523546	SHERLEY HAY INC	Nov 20, 2020	Paid	$412.33	
2019	SHERLEY MARTHA TR	$0.00	298652	SHERLEY HAY INC	Nov 8, 2019	Paid	$459.34	
2018	SHERLEY MARTHA TR	$0.00	90445	SHERLEY FAMILY LLC	Nov 16, 2018	Paid	$453.47	
2017	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$446.56	
2016	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$889.43	
2015	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$821.46	
2014	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$785.95	
2013	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$700.13	
2012	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$719.70	
2011	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$759.29	
2010	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$791.58	
2009	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$819.33	
2008	SHERLEY MARTHA TR	$0.00	N/A	N/A	N/A	Paid	$901.99	
2007	SHERLEY MARTHA TRUST SHERLEY R B + DAVID BRYANT TRS	$0.00	N/A	N/A	N/A	Paid	$949.44	
	Total Due	$0.00						Add all

Parcel Details

Appraiser Info Parcel Map

Bill Number
84825

Property Type
Real

Owner
SHERLEY MARTHA TR
115 GOFF RD
VENUS

DBA

Situs
115 GOFF RD VENUS

Legal
S 1/2 OF SE 1/4 + SE 1/4 OF NE 1/4 OF SE 1/4 22-39-29/5
88.35 ACRES

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

AD-VALOREM TAXES	Assessed	Exempt	Taxable	Millage	Amount
COUNTY GENERAL	28841	0	28841	8.55000	$246.59
SCHOOL GENERAL FUND	28841	0	28841	3.82700	$110.37
SCHOOL BASIC DISCRETIONARY	28841	0	28841	0.74800	$21.57
SCHOOL CAPITAL IMPROVEMENT	28841	0	28841	1.50000	$43.26
SFWM DISTRICT	28841	0	28841	0.11030	$3.18
SFWM OKEECHOBEE BASIN	28841	0	28841	0.11920	$3.44
SFWM EVERGLADES PROJECT	28841	0	28841	0.03800	$1.10
				Ad-Valorem Total	$429.51

Total Certified Combined **$429.51**

Add to Cart Print Bill

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Parcel C-22-39-29-A00-0050-0000

115 GOFF RD
VENUS, FL 33960

Owners:
SHERLEY MARTHA TR

Mailing Address
1220 CR 731
VENUS, FL 33960

DOR Code: 63 - GRAZING SOIL CAP 4
Neighborhood: 490.00 - VENUS AREA
Millage: 60 - County South Florida Water
Map ID: 104D

Legal Description

S 1/2 OF SE 1/4 + SE 1/4
OF NE 1/4 OF SE 1/4
22-39-29/5 88.35 ACRES

Value Summary

Total Building Value	$0
Total XF Value	$0
Total Land Value	$66,334
Total Land value - Agri.	$28,841
Income	NA
Total Classified Use Value	$28,841
Total Just Value	$66,334

Taxable Value Summary

Total Assessed Value	$28,841
Total Exemptions	$0
Total Taxable Value	$28,841
Please note that property values in this office are being updated throughout the year. The final values are certified in October.	

Sales History

Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
2131	1210	03	2008	QC	Unqualified	Improved	01	$1
2090	652	08	2007	WD	Unqualified	Improved	01	$1
1387	283	09	1997	WD	Unqualified	Vacant	01	$1
1284	1032	01	1995		Unqualified	Vacant	10	$1
1200	1401	12	1992		Unqualified	Vacant	01	$1

Buildings

None

Extra Features

None

Land Lines

The zoning information contained in this record is **not guaranteed.**
For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
9910	MKT.VAL.AG			0.00	0.00	88.35	AC	1.00	1.00	1.00	727.94	750.81	$66,334	
6108	PASTURE 1 - HAY		AU	0.00	0.00	85.65	AC	1.00	1.00	1.00	335.00	335.00	$28,693	
6308	MARSH		AU	0.00	0.00	2.70	AC	1.00	1.00	1.00	55.00	55.00	$148	

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Highlands County Property Appraiser · 560 S. Commerce Avenue · Sebring, Florida 33870-3899

Office Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday · Phone: (863) 402-6659

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

Account C273929-A0000300000

Tax Year 2020

Add to Cart Print Bill

Unpaid Bills All Bills

Year	Owner	Due	Receipt	Payor	Paid In	Status	Paid	Actions
2020	SHERLEY MARTHA FAMILY TR	$0.00	523546	SHERLEY HAY INC	Nov 20, 2020	Paid	$565.68	
2019	SHERLEY MARTHA FAMILY TR	$0.00	298652	SHERLEY HAY INC	Nov 8, 2019	Paid	$567.85	
2018	SHERLEY MARTHA FAMILY TR	$0.00	90445	SHERLEY FAMILY LLC	Nov 16, 2018	Paid	$558.85	
2017	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$541.37	
2016	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$529.72	
2015	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$492.59	
2014	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$441.17	
2013	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$368.60	
2012	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$362.56	
2011	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$335.96	
2010	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$335.76	
2009	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$337.32	
2008	SHERLEY MARTHA FAMILY TR	$0.00	N/A	N/A	N/A	Paid	$340.84	
2007	SHERLEY MARTHA TRUST SHERLEY R B + DAVID BRYANT TRS	$0.00	N/A	N/A	N/A	Paid	$324.36	
	Total Due	$0.00						Add all

Parcel Details

Appraiser Info Parcel Map

Bill Number
84972

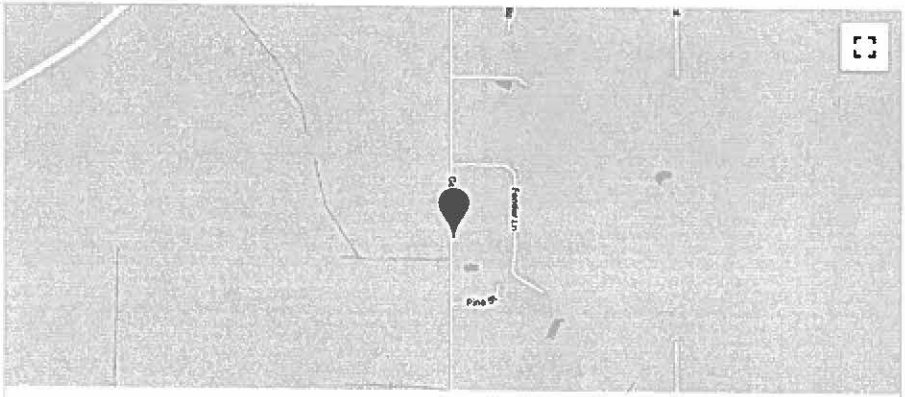
Property Type
Real

Owner
SHERLEY MARTHA FAMILY TR
313 GOFF RD
VENUS

DBA

Situs
313 GOFF RD VENUS

Legal
NE 1/4 OF NW 1/4 + N 1/2 OF NE 1/4 27-39-29/3 120 ACRES M/L



Map data ©2021 Google

Eric T. Zwayer Tax Collector
Serving Highlands County

Parcel Lookup Cart

AD-VALOREM TAXES	Assessed	Exempt	Taxable	Millage	Amount
COUNTY GENERAL	39567	0	39567	8.55000	$338.30
SCHOOL GENERAL FUND	39567	0	39567	3.82700	$151.42
SCHOOL BASIC DISCRETIONARY	39567	0	39567	0.74800	$29.60
SCHOOL CAPITAL IMPROVEMENT	39567	0	39567	1.50000	$59.35
SFWM DISTRICT	39567	0	39567	0.11030	$4.36
SFWM OKEECHOBEE BASIN	39567	0	39567	0.11920	$4.72
SFWM EVERGLADES PROJECT	39567	0	39567	0.03800	$1.50
				Ad-Valorem Total	$589.25

Total Certified Combined **$589.25**

Add to Cart Print Bill

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Parcel C-27-39-29-A00-0030-0000

313 GOFF RD
VENUS, FL 33960

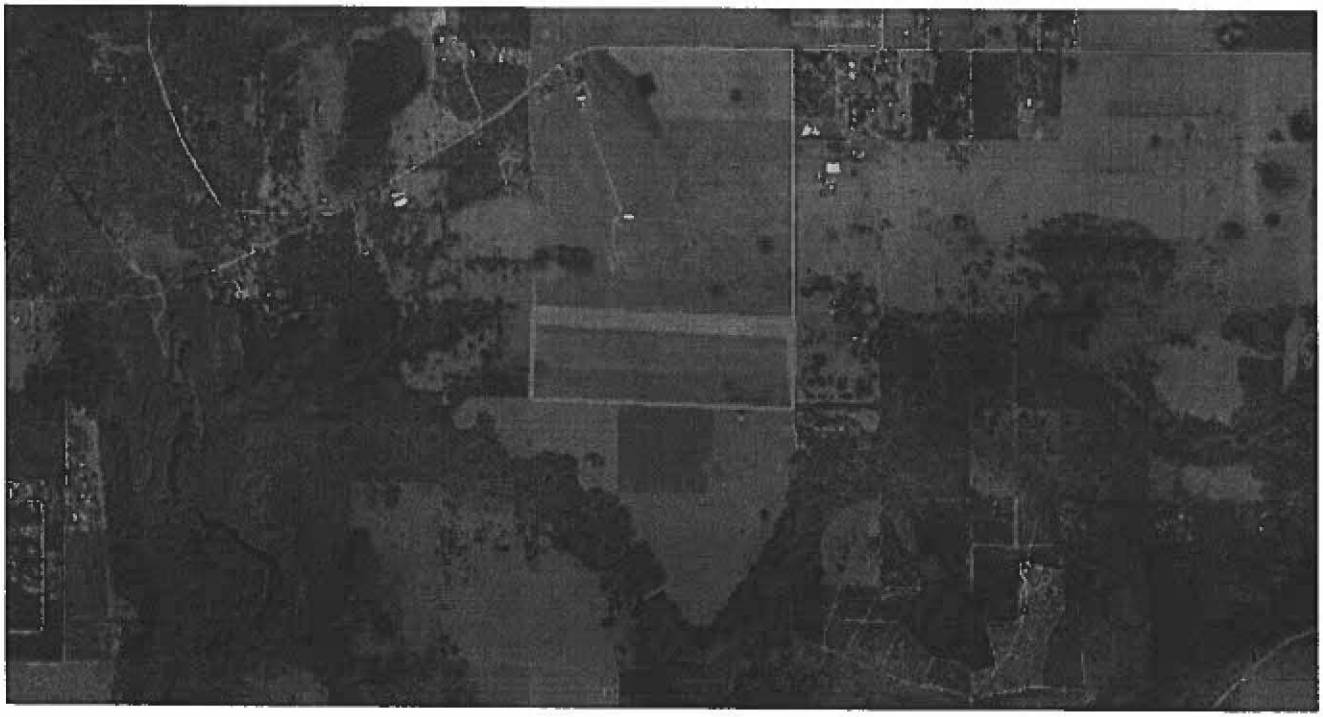
Owners:
SHERLEY MARTHA FAMILY TR

Mailing Address
1220 CR 731
VENUS, FL 33960

DOR Code: 63 - GRAZING SOIL CAP 4
Neighborhood: 490.00 - VENUS AREA
Millage: 60 - County South Florida Water
Map ID: 105A

Legal Description

NE 1/4 OF NW 1/4 + N 1/2
OF NE 1/4
27-39-29/3
120 ACRES M/L



Value Summary

Total Building Value	$0
Total XF Value	$0
Total Land Value	$91,004
Total Land value - Agri.	$39,567
Income	NA
Total Classified Use Value	$39,567
Total Just Value	$91,004

Taxable Value Summary

Total Assessed Value	$39,567
Total Exemptions	$0
Total Taxable Value	$39,567
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Sales History

Official Record		Date		Type Inst	Qualified or Unqualified	Vacant or Improved	Reason Code	Sale Price
Book	Page	Month	Year					
2131	1210	03	2008	QC	Unqualified	Vacant	01	$1
2090	652	08	2007	WD	Unqualified	Vacant	01	$1
1387	283	09	1997	WD	Unqualified	Vacant	01	$1
1284	1032	01	1995		Unqualified	Vacant	10	$1
1200	1401	12	1992		Unqualified	Vacant	01	$1

Buildings

None

Extra Features

None

Land Lines

The zoning information contained in this record is **not guaranteed.**
For exact information please contact the Highlands County Zoning Department.

Code	Descr	RD	Zone	Front	Depth	Land Units	Unit Type	Depth Factor	Cond Factor	Total Adj	Unit Price	Adj Unit Prc	Value	Notes
9910	MKT.VAL.AG			0.00	0.00	118.11	AC	1.00	1.00	1.00	747.51	770.50	$91,004	
6108	PASTURE 1 - HAY		AU	0.00	0.00	118.11	AC	1.00	1.00	1.00	335.00	335.00	$39,567	

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-072 adding excess funds to Project 20050 from Shop Oil Room Roof Repair.**

STATEMENT OF ISSUE

This budget amendment is necessary for assigning Project #20050 to Unit 3 Restrooms and Roof Replacement adopted in 2021 CFS and adding excess funds of $11,000 from Shop Oil Room Roof Repair to Project #20050 due to an increase in building materials.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-072 adding excess funds to Project 20050 from Shop Oil Room Roof Repair.

FISCAL IMPACT

There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget. This budget amendment is merely assigning a project # to the funds adopted by the Board in the FY 20/21 CFS with the addition of excess funds in the amount of $11,000 from a previously completed project, increasing the revised project total to $71,000.

Attachments: 20-21-072 Project 20050 Unit 3 Restrooms & Roof Replc (BA).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
March 31, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/31/2021** SUBMITTED BY: **Jonathan Harrison**

FUND(S): **110** FUND TITLE(S): **County Transportation Trust** COST CENTER(S) #: **4102**

PROJECT(S) #: **20050** PROJECT TITLE(S): **Unit 3 Restrooms & Roof Replacement** COST CENTER TITLE(S): **Roads and Bridges- 110**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4102	56200	Buildings		72,000.00		71,000.00	1,000.00
E	110	4102	56200Z	Project Buildings	20050	0.00	71,000.00		71,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Assigning funds to a project from FY 20-21 Budget in cost center 4102 so that funding can roll into the FY 21-22 budget.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-072**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval Budget Amendment 20-20-073 and corresponding Resolution to bring fund balance forward for the Set-a-Side Funds for Capital Outlay**

STATEMENT OF ISSUE

To bring fund balance forward in the amount of $50,000.00 from the set-a-side funds for Capital Outlay under $25K in order to cover unexpected emergency capital needs.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-073 and corresponding Resolution.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $50,000.00.

Attachments: 20-21-073 Setaside Funds - Capital Outlay $25K (BA).pdf
20-21-073R Setaside Funds Capital Outlay $25K (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
April 6, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/6/2021** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **2111A**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Central Services/ F 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**		**3999100**	**Fund Balance Brought Forward**		**512,741.88**	**50,000.00**		**562,741.88**
E	**151**	**2111A**	**56400**	**Machinery & Equipment**		**30,432.00**	**50,000.00**		**80,432.00**
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To bring fund balance forward in the amount of $50,000.00 from the set-a-side funds for Capital Outlay under $25K in order to cover unexpected emergency capital needs.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-073**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM
_____ RESERVE
XXX 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 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 bring fund balance forward in the amount of $50,000.00 from the set-a-side funds for Capital Outlay under $25K in order to cover unexpected emergency capital needs.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-073 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

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request acceptance of Residential Substance Abuse Treatment (RSAT) Program grant award and approval of Budget Amendment 20-21-074 and corresponding Resolution.**

STATEMENT OF ISSUE

Attached is a continuation grant in the amount of $82,500 for the Residential Substance Abuse Treatment Program which contains a required match that was included in the FY20-21 adopted budget.

RECOMMENDED ACTION

Move to approve and accept grant award Contract No. 2021-RSAT-HIGH-1-H7-005 in the amount of $82,500 with a required match of $27,500 along with the accompanying budget amendment 20-21- 074 and resolution.

FISCAL IMPACT

There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budgeted funds. A match of funds by the Board in the amount of $27,500 was approved in the FY 20-21 adopted budget.

Attachments: 20-21-074 Project 20051 RSAT 20-21 (BA).pdf
20-21-074R Project 20051 RSAT 20-21.pdf
2021-RSAT-HIGH-1-H7-005 FUNDING APPLICATION.pdf
2021-RSAT-HIGH-1-H7-005 SIGNATURE PAGES.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
April 7, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/7/2021**

SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3323, 3326**

PROJECT(S) #: **20051** PROJECT TITLE(S): **RSAT 20-21** COST CENTER TITLE(S): **Detention and Correction, Detention & Corrections-Other**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342130Z	FDLE Grant		82,500.00		82,500.00	0.00
R	005		3342130Z	FDLE Grant	20051	0.00	82,500.00		82,500.00
E	005	3326	54900Z	Project Other Chg & Obligations		130,000.00		110,000.00	20,000.00
E	005	3323	53001Z	Project Operating Expense-Elected	20051	0.00	110,000.00		110,000.00
									0.00
									0.00

REASON: **To move adopted budgeted funds for RSAT awarded by FDLE into Project 20051.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-074**

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 GENERAL 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 General Fund; and

WHEREAS, to appropriate and realign RSAT grant/project funds in the amount of $82,500.00; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-074 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

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Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Subgrant Recipient

Organization Name: Highlands County Board of Commissioners
County: Highlands

Chief Official

Name: Scott Kirouac
Title: Chairman
Address: 600 South Commerce Avenue
City: Sebring
State: FL **Zip:** 33870-3809
Phone: 863-402-6500 **Ext:**
Fax:
Email: skirouac@highlandsfl.gov

Chief Financial Officer

Name: Jerome Kaszubowski
Title: Clerk of Circuit Court & Comptroller
Address: 590 South Commerce Avenue
City: Sebring
State: FL **Zip:** 33870-3867
Phone: 863-402-6566 **Ext:**
Fax: 863-402-6768
Email: jkasz@highlandsclerkfl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Implementing Agency

Organization Name: Highlands County Sheriff's Office
County: Highlands

Chief Official

Name: Paul Blackman
Title: Sheriff
Address: 400 South Eucalyptus Street
City: Sebring
State: FL **Zip:** 33870-3700
Phone: 863-402-7244 **Ext:**
Fax: 863-402-7296
Email: pblackman@highlandssheriff.org

Project Director

Name: Robin Reed
Title: Business Administrator
Address: 400 South Eucalyptus
City: Sebring
State: FL **Zip:** 33870-3700
Phone: 863-402-7215 **Ext:**
Fax: 863-402-7205
Email: rareed@highlandssheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

General Project Information

Project Title: RSAT HIGHLANDS COUNTY
Subgrant Recipient: Highlands County Board of Commissioners
Implementing Agency: Highlands County Sheriff's Office
Project Start Date: 10/1/2020 **End Date:** 9/30/2021

Problem Identification

Please note this grant application is for the continuation of our current Residential Substance Abuse Treatment Program.

According to the Bureau of Justice Statistics report titled Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007-2009, more than two thirds of jail inmates meet the criteria for drug dependence or abuse compared to only 5% of the general population. In Highlands County, Florida, a rural area in south central Florida, people with substance abuse problems tend to cycle in and out of the criminal justice system due to a repeated cycle of incarceration directly linked to their addictions.

Repeated incarceration occurs when there is a lack of identification, assessment, and treatment placement options for the addicted. Some of the individuals that are compromised by addiction actually become more ill in confinement, when they are separated from any healthy social or community support they had, and are exposed to the additional stresses of being incarcerated, on probation, or on house arrest. Recidivism rates for people with substance abuse are high because they do not receive adequate support to avoid relapse upon release, and many return to the environments in which they offended in the first place.

People with substance abuse issues frequently violate probation or community control and are returned to jail because they do not have the personal or external resources to manage their illness. As a result, they recycle through the system creating a revolving door of criminal and legal activity. The jails, prisons, probation and community control departments are overwhelmed with and are not equipped to manage the numbers of people incarcerated and on corrections rolls due to offenses related to drug and alcohol abuse.

According to the National Institutes of Health FACT SHEET Addiction and the Criminal Justice System, updated October 2010, "Drug abuse and crime continue to be linked; and although addiction is recognized as a chronic, relapsing disease, offenders are still not getting the treatment they need". Further, it states that "Treatment works, is cost-effective, and can help end the vicious cycle of drug abuse and criminal recidivism". Providing substance abuse treatment and continuity of care in a jail setting, even for those incarcerated for a short time, may help reduce substance abuse on the outside. At the very least, those provided treatment have referral information and connections to continued care and treatment in the community upon release. Plus, incarceration may be the only intervention some individuals receive that can help them overcome their addiction and end the continued cycle of repeat criminality and jail. According to the May 2018 report "Returns on Investments in Recidivism Reducing Programs" published by The Council of Economic Advisers, an agency of the Executive Office of the President, "Based on the literature, the most

Section 2: Project Overview

successful treatment programs are those that address the mental health and substance abuse problems of prisoners".

The Highlands County RSAT program was recognized in 2009 by the Florida Alcohol and Drug Abuse Association and the Department of Children and Families for Best Practices in treatment. The Program has been recognized as an exemplary program by CARF (Commission on Accreditation of Rehabilitation Facilities) in 2010, 2013, 2016, and 2019. In the recent exit discussion with the CARF reviewers, it was stated the Highlands County RSAT Program performs miracles in treatment strategies and outcomes. The program continues to maintain an exceptional success rate of 91% (graduates not returning to jail on a new charge within one year of completion).

Governor Rick Scott, in Executive Order 16-150, designated Highlands County as a rural community adversely affected by severe chronic distress that struggles to maintain, support or generate revenues for critical government services. Further, Highlands County was devastated by Hurricane Irma in 2017 and continues to suffer from the decimation of the citrus industry due to citrus greening. Current budget constraints threaten the continuance of important programs such as our RSAT and Jail Alternative Substance Abuse Treatment programs, among others. The RSAT grant provides funding that is critical to fight substance abuse in our community that results in repeated cycles of crime and jail due to widespread addiction and behavioral health issues facing inmates.

Project Summary (Scope of Work)

Inmates are admitted to the RSAT program at the Highlands County Jail where treatment counts as time-served for sentence and is available only to those inmates who meet criteria for entry into the program. This is an attempt to reduce recidivism and increase the chances for inmates to be successful and contributing members of the community upon release. In addition, medication-assisted treatment (MAT) appears to have been underutilized in the treatment of opioid dependent, criminal justice populations. We will work to alleviate this problem by the continuance of our MAT program by identifying opioid dependent offenders and begin MAT to qualifying inmates while still incarcerated and then continuing with the program once the inmate is released from incarceration through ongoing medication, counseling and case management services.

Eligibility: Psychosocial Assessments and screenings will be used to determine eligibility. Highlands County will provide the services via a contracted treatment provider using an evidence-based therapeutic community treatment model to participants for six to twelve months. Those inmates selected for treatment will be housed separately from the general population of the jail.

Deliverables: 100% of the RSAT award will be used to provide substance abuse services five days per week for inmates with an expected 25 completions during the grant period. Services will include mental health therapy, treatment and aftercare planning developed in partnership with the inmate, individual counseling, individual and group therapy sessions, alcohol/drug education, domestic violence and behavior control. The services will be delivered via case management, self-help groups, voluntary AA/NA, relapse prevention, aftercare, random drug screening (a positive test will result in sanctions leading up to removal from the program.) Documentation to be provided at monitoring will include: procurement documentation, purchase

order, invoice, timesheets, paystubs, and cancelled check or statements. Funds will not be used for inherently religious activities and discrimination of any kind. The deliverable for this agreement is the quarterly performance of the tasks and activities described in the scope of work in accordance with the local agency employment and/or sub-contractual agreements. The county will request reimbursement of allowable costs on a quarterly basis.

Minimum Performance: During the grant period, the subgrantee will: submit quarterly performance and financial reporting, minimum of 50 admissions, minimum of 25 successful completions, reporting of any participant removals (if any), a minimum of 50 drug tests, provide a minimum of 12 beds separated from the general population of the jail.

Documentation: During the grant period, the subgrantee will document and maintain a data base for all treatment services provided to all program completions and non-completions.

Payment: Highlands County will enter into a contract with a private treatment provider. The contract will be submitted to OCJG upon execution and will meet the requirements of 2 CFR 200.330. Payment for services is tied to the number of units of service per client hour and per unit for each admission screening and drug test. The treatment provider will invoice the subgrantee on a monthly basis with net 30 day payment terms. The subgrantee will compile the invoices and submit them to OCJG on a quarterly basis.

Financial Consequences: If any of the above are not delivered and in a measurable manner, nonpayment to the treatment provider will occur and subsequent non-reimbursement requests to OCJG.

Highlands County will subcontract with a service provider to offer residential substance abuse treatment (RSAT) services for inmates meeting criteria for entry into the RSAT program. Grant funds will be used to pay unit costs for psychosocial assessments, individual counseling, group therapy, alcohol drug education, drug testing and case management services which will be accounted for through monthly invoicing. In addition, the RSAT program will provide participants with aftercare and transition services to provide for a continuum of care post-release and successful re-entry to the community. Documentation to support costs and activities will be maintained for all grant-funded expenditures for reimbursement. All documentation to support use and expenditure of grant funds, including a copy of the local subcontract agreement and records that the provider met minimum performance requirements, will be available for review during grant monitoring or upon request.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 0001 - Residential Substance Abuse Treatment

State Purpose Area: 0001 - Residential Substance Abuse Treatment

Activity Description

Activity: 12-Step
Target Group: Adult Males
Geographic Area: State of Florida
Location Type: Jail

Objectives and Measures

Objective: 1 - The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) on April 30, July 30, August 30, and January 30.

Measure: 3

The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) no later than April 15, July 15, October 15 and January 15.

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

Section Questions:

Question: How many beds/slots will receive RSAT services?

Answer: 12

Question: What is the total population of the facility in which the RSAT program is located.

Answer: 504

Question: How many participants are anticipated to complete the RSAT program within the subgrant period?

Answer: 25

Question: How many participants are anticipated to enter the RSAT program within the subgrant period?

Answer: 50

Question: Provide the physical address(es) for the facility in which the RSAT program is located.

Answer: 338 S. Orange Street
Sebring, FL 33870

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000655

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$82,500.00	$27,500.00	$110,000.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$82,500.00**	**$27,500.00**	**$110,000.00**
Percentage	**75.0**	**25.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Budget Narrative: The budget reflects costs directly associated with the provision of substance abuse treatment, mental health and educational services. The line items designated below are in the budget category of Contractual Services. We have rounded line items to the nearest dollar.

The source of the match will be from our General Fund.

Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program.

Unit of Services: one client contact, usually around ¼ hour.
Unit Rate: $ 11.70
Units Requested: 65
Total Cost: $760.50

Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates appropriateness for the program and to update treatment plans.

Unit of Services: per client hour
Unit Rate: $87.25
Units Requested: 41
Total Cost: $3,577.25

Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives.

Unit of Services: per client hour
Unit Rate: $87.25
Units Requested: 85
Total Cost $7,416.25

Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self -help groups" and their attendance to establish an ongoing support network.

Unit of Services: per client hour
Unit Rate: $21.81
Units Requested: 1,700
Total Costs: $37,077.00

Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders.
Unit of Services: per client hour
Unit Rate: $21.81
Units Requested: 1,900

Budget Narrative (Continued):

Total Cost: $41,439.00

Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, linkage with other treatment resources to all program participants.

Unit of Services: per client quarter hour
Unit Rate: $17.83
Units Requested: 372.63
Total Cost: $6,644.00

After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community.

Unit of Services: per client hour
Unit Rate: $21.81
Units Requested: 500
Total Cost: $10,905.00

Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances.

Unit of Services: per test
Unit Rate: $21.81
Units Requested: 100
Total Cost: $2,181.00

TOTAL PROGRAM COST: $110,000
TOTAL MATCH: $ 27,500
REQUESTED AWARD: $ 82,500

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee?

Answer: 1000

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 25

Question: What is the expiration date of the current SAM.gov registration?

Answer: 10/15/2021

Question: If contractual services in the budget are based on unit costs provide a definition for each cost and the methodology or basis for the unit cost.

Answer: The line items designated below detail the Contractual Services budget items. Tri-County Human Services is contracted by the State of Florida through the managing entity, Central Florida Behavior Health Network (CFBHN). This contract renews every five years typically, however at renewal, the providers were given a two-year amendment. For us, our contract expires 6/30/2022. All rates that we charge for services are negotiated with the ME yearly based on audited financials that we submit to CFBHN.

Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program.

Unit of Services: one client contact, usually around 15 minutes.
Unit Rate: $11.70
Units Requested: 65
Total Cost: $760.50

Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates appropriateness for the program and to update treatment plans.

Unit of Services: per client hour
Unit Rate: $87.25
Units Requested: 41
Total Cost: $3,577.25

Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives.

Unit of Services: per client hour
Unit Rate: $87.25
Units Requested: 85
Total Cost: $7,416.25

Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network.

Unit of Services: per client hour
Unit Rate: $21.81
Units Requested: 1,700
Total Cost: $37,077.00

Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders.
Unit of Services: per client hour

Unit Rate: $21.81
Units Requested: 1,900
Total Cost: $41,439.00

Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants.

Unit of Services: per client quarter hour
Unit Rate: $17.83
Units Requested: 372.63
Total Cost: $6,644.00

After-care Sessions: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community.

Unit of Services: per client hour
Unit Rate: $21.81
Units Requested: 500
Total Cost: $10,905.00

Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances.

Unit of Services: per test
Unit Rate: $21.81
Units Requested: 100
Total Cost: $2,181.00

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If indirect cost is included, has the subrecipient included its approved Indirect Cost Plan with the application?

Answer: No

Residential Substance Abuse Treatment (RSAT) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal RSAT funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards RSAT funding to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 54, 61, and 63
2 C.F.R. §200.331(a)(1) Requirements for Pass-Through Entities

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITION

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.101 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds

used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient submit a letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, “OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)”. These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

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

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

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

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.R.F. 22.23. Privacy Certification forms must be

signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The subrecipient, at any tier, must promptly refer to the FDLE, Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the FDLE OIG by: (1) mail directed to: Florida Department of Law Enforcement, Office of the Inspector General, at Post Office Box 1489, Tallahassee, Florida 32302-1489, (2) e-mail to: oigreportfraud@fdle.state.fl.us; and/or (3) call the FDLE OIG hotline: at (800) 543-5353.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination – FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly

authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.317-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at
https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at
https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475,

F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant

Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at
https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at
www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

""This project was supported by Award No. 2019-J2-BX-0013 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and

describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Non-Disclosure Agreements – No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

17.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to

energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

11.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

14.0 State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

15.0 Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

16.0 Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

17.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

18.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

19.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

Residential Substance Abuse Treatment (RSAT) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Highlands County Board of Commissioners

Subgrant Number: 2021-RSAT-HIGH-1-H7-005

Project Title: RSAT HIGHLANDS COUNTY

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Highlands County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Highlands County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

_____
Signature Date

Cody Menacof, Bureau Chief
_____
Printed Name and Title

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Sherry Sutphen, County Attorney** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Request approval of Budget Amendment 20-21-075 to realign funds between accounts in accordance with Governmental Accounting Standards**

STATEMENT OF ISSUE

This budget amendment is necessary to realign funds between accounts to pay expenses for Subscriptions account (55402), Education and Training account (55403), Dues and Memberships account (55404)., and Professional Services account (53100).

RECOMMENDED ACTION

Move to approve budget amendment 20-21-075 to realign budgeted funds.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 20-21-075 Legal Realignment (BA).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
April 8, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/8/2021** SUBMITTED BY: **Legal**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2103**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **County Attorney**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**2103**	**51200**	**Regular Salaries & Wages**		**281,068.00**		**150,000.00**	**131,068.00**
E	**005**	**2103**	**53100**	**Professional Svcs**		**86,845.85**	**150,000.00**		**236,845.85**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funding within the County Attorney budget due to the use of a contracted attorney.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-075**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **J.D. Langford, P.E., Assistant County Engineer**

SUBJECT/TITLE: **Request to approve Budget Amendment 20-21-076 to appropriate funds in the amount of $36,000 to the Istokpoga Park Facility Improvements, Project Number 20052, to expand boat trailer parking at the Istokpoga Park.**

STATEMENT OF ISSUE

On March 16, 2021, the Board of County Commissioners approved the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Istokpoga Park Facility Improvements. The total grant award amount is $36,000, attached, for your review and approval of Budget Amendment 20-21-076 and accompanying resolution.

RECOMMENDED ACTION

Move to approve the Budget Amendment 20-21-076 and the accompanying resolution in the amount of $36,000.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev Trust) in the amount of $36,000 which is being appropriated in Cost Center 5306 (Tour-Dev Lakes), Project Number 20052 (Istokpoga Park Facility Improvements), Account No. 53100Z (Project Professional Services) and Account No. 56301Z (Project Capital Infrastructure) in the amounts of $16,750 and $19,250, respectively, which is being funded through the Florida Fish and Wildlife Conservation Commission grant.

Attachments: Resolution Istopoga Park Fac 20052.pdf
BA 20-21-076 Istopoga Park Fac 20052.pdf

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE TOURIST DEV TRUST 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 Tourist Dev Trust Fund; and

WHEREAS, to set up funding for Project 20052 Istokpoga Park Facility Improvements; and

WHEREAS, to appropriate those funds to Project 20052 to expand boat trailer parking at the Istokpoga Park.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____ , 2021 that budget amendment 20-21-076 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

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-076R Proj 20052 Istokpoga Park Fac. Improvements.docx

APPROVED
BOARD OF COUNTY COMMISSIONERS
April 9, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: 4/8/2021

SUBMITTED BY: J.D. Langford, P.E., Assistant County Engineer

FUND(S): 152 FUND TITLE(S): Tourist Dev Trust COST CENTER(S) #: 5306

PROJECT(S) #: 20052 PROJECT TITLE(S): Istokpoga Park Facility Improvements COST CENTER TITLE(S): Tourist Dev - Lakes
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3343971Z	Project FL Fish & Wildlife Commission	20052	0.00	36,000.00		36,000.00
E	152	5306	53100Z	Project Professional Services	20052	0.00	16,750.00		16,750.00
E	152	5306	56301Z	Project Capital Infrastructure	20052	0.00	19,250.00		19,250.00
									0.00
									0.00
									0.00
									0.00

REASON: To set up funding from Florida Fish & Wildlife Conservation Commission for Project #20052 Istokpoga Park Facility Improvements.

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

Signature: _____

REQUEST # 20-21-076

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Dawn Ritter, Natural Resources Manager**
SUBJECT/TITLE:	**A Resolution of the Highlands County Board of County Commissioners Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Findings and Intent; Providing for an amendment to Resolution No. 14-15-89, Section 5A; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.**

STATEMENT OF ISSUE

The Natural Resources Advisory Commission has requested to meet quarterly, rather than monthly.

RECOMMENDED ACTION

Move to approve the Resolution of the Highlands County Board of County Commissioners Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Findings and Intent; Providing for an amendment to Resolution No. 14-15-89, Section 5A; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

FISCAL IMPACT

There is no fiscal impact

Attachments: NRAC Resolution - 022621.SGS.pdf

RESOLUTION NO. 20-21-86

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE NATURAL RESOURCES ADVISORY COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO RESOLUTION NO. 14-15-89, SECTION 5A; 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, the Highlands County established the Natural Resources Advisory Commission (hereinafter referred to as "NRAC") on February 5, 1991; and

WHEREAS, on August 18, 2015, the County adopted Resolution No. 14-15-89 which set forth protocols for the composition, nomination, appointment, rotation, election, meetings, mission and authorities of the NRAC; and

WHEREAS, from time to time it may be necessary for the County to amend the protocols for the NRAC; and

WHEREAS, the County has determined that it is in the best interest of the NRAC to amend the meeting schedule for the NRAC.

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. Amendment to Resolution No. 14-15-89, Section 5A. Section 5, Meetings, Notices, Quorums, and Voting Protocols is hereby amended as follows, with all other provisions contained in Resolution No. 14-15-89 remaining unchanged:

SECTION 5. MEETINGS, NOTICES, QUORUMS, AND VOTING PROTOCOLS

A. NRAC should meet at least quarterly after the effective date of this Resolution. Said meetings shall be held at 4:00 p.m. on the last Wednesday in March, June, September and December, unless otherwise posted to the public bulletin board at least 3 days in advance of a special meeting.

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 revisions to Resolution No. 14-15-89, 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

G:\COUNTY\RESOLUTIONS\NRAC\NRAC Resolution - 022621.SGS.doc

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 23, 2021 9:00 AM

PRESENTER:	**Randy Vosburg - County Administrator** **Clinton Howerton Jr., P.E. - County Engineer** **Sherry Sutphen, County Attorney**
SUBJECT/TITLE:	**Letter of support for proposed traffic signal to be located at US-27 and Sunpure Road Avon Park.**

STATEMENT OF ISSUE

Attached for review and approval is a letter of support addressed to FDOT for the proposed traffic signal to be constructed at US-27 and Sunpure Road in Avon Park. This signal is needed due to the increase large vehicle/truck traffic from the newly constructed NUCOR industrial plant in Polk County, just north of the county line. All traffic from this facility exits onto Highlands County roadways and is directed to US-27 at Sunpure Road. Any large vehicles making left turns at that intersection must cross 3 lanes of US-27 before entering the southbound lanes. NUCOR Steel has hired a traffic study and consulted with the County Engineering Department and all are in agreement that a traffic signal at this location will be warranted to make this intersection safer for the motoring public.

RECOMMENDED ACTION

Move to approve the Board Chairman to sign and submit to FDOT a letter of support for the requested traffic signal at US-27 and Sunpure Road.

FISCAL IMPACT

No Fiscal Impact

Attachments: Sunpure FDOT Support Request.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6548 www.highlandsfl.gov

January 5, 2021

Mr. L.K. Nandam, District One Secretary

Florida Department of Transportation
801 N. Broadway Avenue
Bartow, Florida 33830-3809

Re: **Proposed Traffic Signal – SR 27 and Sunpure Road – Highlands County, Florida**

Dear Secretary Nandam:

On behalf of the Highlands County Board of County Commissioners, I would like to take this opportunity to bring the above referenced matter, of significant public concern, to your attention. Recently, the Nucor Steel manufacturing facility located on West County Line Road was approved by Polk County. Unfortunately, Highlands County did not have any authority related to the anticipated infrastructure impacts stemming from the development; however, the traveling public in Highlands County is being substantially impacted by the traffic that is generated from the development.

Most significantly, the above referenced intersection is in dire need of a traffic signal and is necessary to alleviate the immediate concerns affecting the safety and welfare of the traveling public in Highlands County. I trust that you agree with our assessment and will encourage your District 1 staff members to work closely with our Highlands County staff members to find a solution to these intersection concerns. If you have any questions, please do not hesitate to contact our County Administrator, Randy Vosburg at (863)402-6517 or our County Engineer at (863)402-6877.

Sincerely,

Scott Kirouac, Chairman

G:\chowerton\Letters\Sunpure FDOT Support Request.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 04/23/2021

PRESENTER: **Liz Barber, Legislative Affairs & Grants Coordinator**

SUBJECT/TITLE: **Request to approve the federal funding plan By Merchant McIntyre Associates to help Highlands County secure federal grant funding.**

STATEMENT OF ISSUE

Every dollar that is secured by grant funding is one more dollar that provides local budget relief to the county. With the recent 1.9T American Rescue Plan being enacted, it's our chance to secure as much of these federal grant funds as possible to which we qualify.

The plan will begin with a 90 day "audition", where MM will work with the Legislative Affairs & Grant Coordinator, County Administrator, and Department Heads to understand the federal funding needs for the county, and use that information to create objectives, situation analysis, scope of work and deliverables. This would include a comprehensive federal funding strategy, featuring a detailed federal grants grid and action plan. The Legislative Affairs & Grants Coordinator would work with the County Administrator to focus on moving forward with MM to secure grants to fund the commission's priorities and ensure the highest possible ROI.

Should we be satisfied with the service provided by MM, we would continue to work together for the 1 year agreement. The bottom line-- MM will show us the federal grant opportunities, create a plan of action, and help us to secure those grants. They have the ability to assist us with water, stormwater, roadway construction, economic development, public safety, broadband, and more.

A few items to consider:
- MM is the leading federal grants agency that specializes in serving local governments.
- MM has won every type of federal grant that Highlands is likely to seek.
- MM has won the MOST grants for local governments that are economically disadvantaged and USDA-rural eligible.
- MM representatives regularly meet with DOT, DOL, USDA, FEMA, DOJ, HRSA, and other federal agencies to gather important intel on how best to win grants from these departments.

RECOMMENDED ACTION

Move to approve the federal funding plan to help Highlands County secure federal grant funding, as prepared by Merchant McIntyre Associates.

FISCAL IMPACT

The funding for this expense would be in the amount of $6,500 per month, for a total of $19,500 during the 90 day audition assessment. The annual expense would be $78,000 for a 12 month period, coming from the Reserve account.

Attachments: Federal Funding Action Plan for Highlands County.pdf

Federal Funding Action Plan for Highlands County

Objective:

Merchant McIntyre Associates ("MM") proposes to help Highlands County secure an unprecedented level of federal support on a regular basis.

Federal funding will be achieved through federal competitive and discretionary grants, and emergency aid/economic stimulus spending.

The ultimate objective is for every federal dollar we secure to provide budget relief and/or help the County take a leap forward on initiatives to better serve your citizens.

Situation Analysis:

- Merchant McIntyre is the leading federal grants agency that specializes in serving local governments and other nonprofits.

- Within the federal government's $4.8 trillion annual budget, there is significant funding available for Highlands County's priorities through multiple federal agency grant programs.

  Last year Merchant McIntyre Associates used the $2.2 trillion CARES Act as a funding vehicle for our clients. We're still winning grant awards from that legislation. (Recently, three clients won grants of $1.4 million, $1.2 million, and $600K, respectively.)

  Why not Highlands County?

- The recently announced $2+ trillion American Jobs Plan features the following funding that we could win to address Highlands County's infrastructure needs:

  - $174 billion in grants to support infrastructure, surface transportation, and streetscape improvements for local governments;

  - $111 billion to replace lead pipes and service lines, as well as upgrades to drinking, waste and stormwater systems; and

  - $100 billion to build new public schools and upgrade existing buildings with better ventilation systems, and updated technology labs.

- There is significant federal funding available to support water and stormwater priorities, roadway construction, economic development, public safety, broadband, and much more. Further, Merchant McIntyre professionals have won every type of federal grant Highlands County is likely to seek.

- Highlands County is USDA-rural eligible and EDA-eligible. **Merchant McIntyre has won the most grants for local governments with these eligibilities.**

- Merchant McIntyre professionals regularly meet with federal program officers at DOT, DOL, USDA, FEMA, DOJ, HRSA, and other federal agencies to gather invaluable intel about how to win grants from these departments. Specifically, we learn about the competitive preference priorities that program officers are seeking in award-worthy applications. This is an essential element in winning federal grants.

  (In his famous book The Art of War, Sun Tzu wrote "Infiltration is always more effective than assault." Merchant McIntyre will infiltrate federal agencies in the best sense of the word to win funding for Highlands County.)

  Our understanding is that Liz provides information about federal grant opportunities to the County's department heads. However, Liz and your department heads are handicapped by trying to win grants remotely.

- The essential keys to winning federal grants are to 1) have a crystal-clear understanding of what the program officers are looking for in an award-worthy application and 2) begin writing the application long before it's publicly announced.

- Highlands County simply lacks a comprehensive federal grants strategy and the professional "boots on the ground" in D.C. to execute it. Humbly, that's MM's greatest strength. Our role is to serve as an extension of the County's professional grants staff — your "multiplier force" to forecast, identify, help write, submit, mobilize Congressional support for, **win**, and comply with federal grants.

- Since the Congress has the "sole power of the federal purse," mobilizing Members to champion grant applications is an important step in the process — one that most local governments either overlook or cannot accomplish themselves. MM will write the letters of support and talking points so Members/staff simply need to sign the letters and pick up the phone to call the federal agency program officers.

  In Florida we have successfully represented Pompano Beach, Tavares, Longwood, Miami Dade College, Northwest Florida State College, Pensacola State College, Alfalit International, and Covenant House.

Scope of Work:

1. Develop Funding Strategies:

   A. We would truly function as an extension of Highlands County's professional staff.

   B. Specifically, to help the County maximize its federal support, MM will:

- Conduct an in-depth Resource Inventory via conference calls to determine and document Highlands County's strengths and needs, and to get to know your programs, priorities, and people.

- Plan and implement a comprehensive federal grants program, matching the County's strengths and priority needs with federal grants programs.

- Assess internal capabilities and capacity to determine how best to leverage your strengths and address any gaps in critical areas including: staffing, technology, community needs, partnership development, and more.

- Develop proposal themes and write and produce background materials that provide a compelling, persuasive presentation of Highlands County's priorities to potential federal funders.

C. MM will prepare a comprehensive Federal Funding Strategy featuring a detailed Federal Grants Grid and specific Action Plan so the County's leadership can review and assess federal funding opportunities firsthand and evaluate MM's strategies to secure that funding.

2. Implement Funding Strategies:

A. Schedule substantive discussions with Members of Congress, agency officials, and their staff in D.C. and Florida to highlight Highlands County's funding objectives.

B. Generate quality third-party support letters.

C. Ensure Highlands County's projects make the priority list of your Congressional champions.

3. Win Federal Grants:

A. Identify grant opportunities and assess both eligibility and competitiveness before grants are released to the public. (While the County may technically be eligible for a given grant(s), it's MM's job to ensure you are truly competitive before applying.)

B. MM will help Highlands County establish working relationships with key federal program officers and agency staff to learn their criteria for award-worthy grant applications — long before the grants are announced.

C. Manage the development of each grant application from start to finish. This includes the creation of timelines and deadlines management, and clarification of writing roles and responsibilities. We provide successful grant applications, templates, and/or abstracts from previous award winners.

D. Merchant McIntyre subject matter experts will develop and/or improve program design and specific application components.

E. Support all administration needs including federal grant submission portal requirements, forms, reporting, and compliance (as needed).

F. Review individual grant-scoring criteria to ensure proper emphasis in the application.
G. Finalize the grant proposal(s): provide multi-level reviews to ensure clarity, cohesiveness, and editorial input. Check budgets for cost-effectiveness, completeness, and accuracy.

Budget:

We opened Merchant McIntyre Associates to assist local governments exactly like Highlands County. MM's typical minimum retainer for the scope of work described here is $7,500/month for a minimum of one year. Since this would be a new initiative for the County, and because we appreciate your budget constraints, we are proposing a discounted monthly retainer of $6,500.

This retainer is all-inclusive — there is no additional fee for grant writing or grant compliance. The County will never be surprised by a Merchant McIntyre invoice!

Merchant McIntyre proposes an initial 90-day "audition assessment." The four deliverables during this period are:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential grant requests for Highlands County.

2. Prepare a comprehensive Federal Grants Strategy featuring a detailed Federal Grants Grid and specific Action Plan so you can assess the federal funding opportunities and evaluate MM's strategies to secure that funding.

3. Arrange substantive Congressional and Executive Branch meetings with staff and federal program officers who have jurisdiction over the funding MM targets for Highlands County, based on forecasted federal grants and the timing of the County's federal grant submissions. We've experienced these individuals as highly responsive during the pandemic.

4. Support the County in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance.

Of course, the fifth "deliverable" is that you will get to evaluate Merchant McIntyre's strategic thinking and added value.

If Highlands County is pleased in every respect with Merchant McIntyre Associates during this initial 90-day engagement, you may then decide whether to retain MM at the same discounted monthly retainer of $6,500 for a period of one year.

Our objective is to deliver the highest possible ROI so County Administrator Vosburg, the Commissioners, Liz, and your department heads exchange high-fives and say, "Let's do that again!"

Conclusion:

For all the reasons described in this document, Merchant McIntyre Associates would welcome the assignment to secure major federal support on a regular basis for Highlands County.

Thank you for your serious consideration of this Federal Funding Action Plan.

# # # #

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 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 April 15, 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/Drafts prepared/meetings set
4	Priority 2	Board	M-CORES/Broadband Resolution	Pending
5	Priority 7	Jonathan Harrison	Review question regarding roadway maintenance	Assigned-SS/meeting set 4/6/21
6	Priority 4	Rachel Barry	Review revisions to Lien Satisfaction Policy	Assigned-SS/Under review
7	Priority 4	Melony Culpepper	Review draft Ordinance CPA-21-583SS	Assigned-SS/due 4/29/21
8	Priority 4	Rebecca Cable	Review revisions to Personnel Manual	Assigned-MR/Under review
9	Priority 4	Rachel Barry	Review Agreement Template	Assigned-MR/Draft prepared
10	Priority 4	Marc Bashoor	Review Fire Assessment Resolution	Assigned – SS/Under review
11	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
12		Dawn Ritter	Review e-mail regarding Sunshine Law Question	Assigned-MR/Under review
13	Priority 2	Clinton Howerton	Review e-mail regarding Lemon Street Utility/Access Easements	Assigned SS/Under review
14	Priority 8	Clinton Howerton	Prepare Deed re: property on Kenilworth	Assigned SS/Under review
15		Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review

16	Priority 4	Christine Davis	Review Panther Parkway mowing contract	Assigned-MR/under review
17	Priority 4	Marc Bashoor	Review smoke alarm program	Assigned-MR/under review
18		Jennifer Willis	Question regarding fund allocation	
19	Priority 8	Clinton Howerton	Request for Resolution for support of Traffic signal at Sunpure Rd.	Assigned-SS/Under review
20	Priority 4	Vikki Brown	Review terms and conditions – eLibrary Proposal	Assigned-MR/under review
21	Priority 4	Ingra Gardner	Review VetPro Software	Assigned-MR/Under review
22	Priority 8	Lori DeLoach	Request to prepare amendment to Milling Agreement	Assigned-MR/Under review
23	Priority 4	Jo Anne Sawdy	Review Ordinance CPA-21-583SS, Resolutions PZ 2072, 2073 and 2076.	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 23, 2021

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

SUBJECT/TITLE: **Request for direction on the Tourism Development Council Lead Consultant/Tourism Development Manager position.**

STATEMENT OF ISSUE

The lead staff member of the Tourism Development Division is a contract position, with the current contract ending in September 2021. Staff is seeking direction from the Board, on preference to continue with the current employment format, contractual consultant, or if the Board prefers to transition the position into a traditional county employee. The position was staffed traditionally until 2017.

The Tourism Development Council (TDC) recommending board discussed the topic of staffing preference, consultant vs county employee, at the January 28 TDC meeting and recommends to the BOCC for the position to continue as a Contractual Employee. The minutes from the January TDC Meeting are attached.

While the TDC Minutes reflect the TDC Board is pleased with the job Mrs. Hartt has been doing on behalf of tourism in our community, her contract has been extend once and cannot be renewed without a competitive Request for Proposal (RFP) through the Purchasing Division.

FISCAL IMPACT

No fiscal impact at this time

Attachments: Jan.28.2021 Draft TDC Min.docx

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
January 28, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland
Diane Rydecki
Christine Hatfield
Bill Brantley

Council Members Absent:
Cindy Garren

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Joel Lamp, Airstream Ventures, LLC.
Alan Verlander, Airstream Ventures, LLC.
Cliff Woods
John Story, Sebring International Raceway

Christine Hatfield and Chantel Brutus established that a quorum was present, and the meeting was properly noticed. Christine Hatfield also introduced Commissioner Campbell as the new BOCC liaison for the TDC taking the place of Commissioner Brooks.

2. Acceptance of TDC Meeting Minutes of October 29, 2020.

Ms. Hatfield inquired if there were any comments or changes to the minutes of October 29, 2020. Ms. Pontius made a motion, seconded by Ms. Sutherland to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Brutus presented the Monthly Expenditure and Revenue Reports year to date ending October 30, 2020, which makes a total up to date of $76,975.97.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Marketing Update

A. End of Year Recap

Mrs. Hartt presented the End of Year Recap. Ms. Hartt went over 2019-2020 TDC accomplishments, TDC collection comparisons, and projects the TDC has started and planned in the future.

B. Marketing & Budget Update

Ms. Hartt presented her Marketing & Budget report. Ms. Hartt noted that the month of October & November have increased in comparison to last years. The TDC is starting to focus more on bringing sports events to the area since due to COVID-19 people are looking for more outside events to attend.

C. Airstream Ventures Introduction

Joel Lamp and Alan Verlander with Airstream Ventures came to the TDC meeting to introduce Airstream Ventures. Airstream Ventures has been in business for 26 years bringing events to areas. Airstream Ventures currently works with Clay County which is similar to the Sebring Area. Airstream is planning on bringing 7 events to Highlands County that will total around 20 days, approximately $3.3 million in economic impact, 4,500+ hotel stays, and 3,500+ participants to the Sebring area.

5. Items for Voting

A.TDC Chair

TDC voted that Christine Hatfield take the place of TDC chair in the place of Commissioner Brooks.

Mr. Stewart made a motion, seconded by Ms. Rydecki, to approve Christine Hatfield as TDC Chair. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Bono Bilt Wrestling Tournament (May 14-16, 2021) presented by Airstream Ventures. New Event Grant Request for $20,000.

Joel Lamp and Alan Verlander presented the Bono Bilt Wrestling Tournament New Event Grant Request application.

The Bono Bilt Wrestling Tournament is a large youth event which would bring great economic impact and around 300. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on

verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Upon roll call, all Council members on the call voted aye except for Mr. Brantley who voted nay. The motion carried 6-1.

C. TDC Board Member Vacancy

Tenille Drury-Smith resigned from the TDC Board as of January 2021. This resignation left a vacancy position open for Tourism Interest. Ms. Brutus properly advertised the open position within the TDC Board. One (1) application was received by John Story with Sebring International Raceway.

Ms. Sutherland made a motion, seconded by Ms. Pontius, to appoint John Story with Sebring International Raceway to the TDC Tourism Interest position. Upon roll call, all Council members on the call voted aye. The motion carried.

6. Old Business/Discussion

A.TDC Lead Marketing Consultant Contract

The contract for Casey Hartt, Lead Marketing Consultant is up next year. The TDC was to discuss on whether they preferred to recommend to the BOCC to keep contracting out a consultant for the TDC or hire in-house as a County Employee. During this discussion Casey Hartt was asked to leave so the TDC could feel comfortable talking open and freely during this time. The TDC Board all unanimously agreed that they would recommend keeping Casey Hartt as the Lead Marketing Consultant for the TDC dba Visit Sebring. All Board Members agreed that Casey has done a wonderful job in helping market the Sebring area and believe that she has brought amazing events to the area and they would like to allow her to continue her work and keep the TDC going in the same direction.

B. Internal Communication Plan

Mrs. Hartt presented the 2021 Internal Communication plan that is already in place and also presented the goals for 2021-2022.

C. Fishing Tournament Facility Status Update

Chantel Brutus reported that both Windy Point and Lake Istokpoga Park Grant contracts are still making their way through the FWC departments internally. Nickie Stickler, with FWC, has informed us that the process is still delayed due to COVID-19 and FWC still plans on pushing the Lake Istokpoga improvement grants out in the first batch.

D. Soda Fest Update

The Sebring Soda Festival has typically been a first weekend in April event; however, the final day of the event would fall on Easter this year. Keeping these dates would pose many challenges, on top of an already uncertain year with COVID. The Sebring Chamber has decided the best course of action for a successful event is to move the date to later in April and are considering April 23-25. In doing this, it would remain a 3-day event, which includes two days for the Soda Festival and a Soda Festival inspired family event on Friday by the Sebring CRA. This would also give more opportunity for the COVID vaccine to be distributed, giving attendees more peace of mind with attending the event.

The entertainment scheduled for the Saturday night's after-party has already agreed to move the dates with no penalty, and the Sebring Chamber is proposing the new dates for approval to Sebring City Council on February 2. As soon as that is approved, the Chamber will move forward with promoting the event.
The Blueberry Festival is also scheduled that same weekend on April 24 in Avon Park. The Sebring Chamber reported that they have reached out to the organizers to discuss how the two events can work together to cross promote, in hopes to entice more out-of-town, overnight travelers.
There will be a plan in place for COVID precautions as well as social distancing during all aspects of the event.

Ms. Sutherland expressed great concern with the new proposed dates stating that it would greatly affect the Blueberry Festival and Avon Park has no other events scheduled for the year due to COVID and they could use this event to help Avon Park.

E. TDC Board Meeting July 29, 2021 @ 8:15 a.m.- Needs to be rescheduled to either July 15th or August 5th, 2021.

The Board agreed to reschedule to TDC meeting for August 5, 2021 due to people usually taking vacations during July when kids are out of school.

6. Public Input

7. Board Member Roundtable

8. Upcoming Meeting

A. TDC Board: April 29, 2021 @ 8:15 a.m., Government Center, Boardroom

9. Adjournment

Ms. Hatfield adjourned the meeting at 10:04 a.m.

**TDC held an open meeting with Airstream Ventures directly after the TDC meeting.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:	**Ingra Gardner, Director of Community Programs; Vikki Brown, Highlands Library System Manager; Ric Fleeger, Superintendent Parks and Facilities; and Sarah Albritton, Capital Projects Manager**
SUBJECT/TITLE:	**The Future of The Sebring Public Library**

STATEMENT OF ISSUE

Presentation of the Future of The Sebring Public Library to include Library Patron Survey Results, Branch Needs, and considerations when converting nonlibrary spaces into libraries (with specific emphasis on the conversion of banks to public libraries)

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 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 April 13th, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Project Updates (FINAL) 4.23.2021.pdf
Status - Commissioner's Priorities (FINAL) 4.23.2021.pdf

#	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)	Purchasing is reviewing the BID documents then fwd to FDOT	Final approval of bid docs then advertise for bid.	5/15/2021
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple 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 - Industry infographics are complete. 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. Working to further build out the HCED website with new marketing videos, clips, infographics and other data. Looking into infrastructure grant opportunities for strategic site development.	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

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-21
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. Have drafted flexible deliverables for the next $25,000 with Kimley-Horn. Will proceed once we receive the go ahead from leadership.	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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Update on Stimulus funding.**

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 23, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from April 7 through April 23, 2021

Attachments: