

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, September 21, 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

Highlands County Purchasing Department will hold a meeting on Tuesday, September 21, 2021 at 2:00 p.m., in the Engineering Training Room, 2nd Floor, 505 S. Commerce Ave., Sebring

Highlands Soil & Water Conservation District will hold a meeting on Tuesday, September 21, 2021 at 3:00 p.m., in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

Highlands County Board of County Commissioners will hold a Final Budget Public Hearing on Tuesday, September 21, 2021 at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County BOCC (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will hold a regular meeting for the purpose of contract negotiation on September 22, 2021 at 9:00 a.m. in the Highlands County Fire Rescue Headquarters Training room, 4506 Kenilworth Blvd., Sebring

Highlands County Purchasing Department will hold a meeting for the purpose of discussing submissions received pertaining to 21-021 Economic Development Marketing, on Tuesday, September 23, 2021 at 1:00 p.m., in the Engineering Training Room, 2nd Floor, 505 S. Commerce Ave., Sebring

The Recreation & Parks Advisory Committee will meet on Thursday, August 19, 2021, at 2:00 p.m., at the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Rd., Sebring

The Highlands County Health Facilities Authority meet on Thursday, September 30, 2021 at 8:30 a.m., in the City Council Chambers of the City of Sebring, 368 S. Commerce Ave., Sebring

The Historic Preservation Commission will hold a regular meeting on Thursday, September 30, 2021 at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *County Administrator Randy Vosburg, Presentation of Years of Service Awards.*
Randy Vosburg, County Administrator
Clinton H. Howerton, County Engineer
Marc Bashoor, Public Safety Director
Jonathan Harrison, Road & Bridge Director
Ric Fleeger, Parks and Facilities Superintendent
No fiscal impact
[Service Award Bios Apr to Sep 2021.docx](#)
- 6.B *Recognition of Highlands County Tourism Awards*
Casey Hartt, TDC Lead Marketing Consultant
- 6.C *Three-Year HCFR Review*
Marc Bashoor, Public Safety Director
none

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval to extend Waiver of Fees for Nu-Hope Elder Care Services, Inc. for the rental of the Agri-Civic Center Auditorium for Fiscal Year 2021-2022.*
Richard Fleeger, Parks & Facilities Superintendent
The waiver would result in a potential loss of revenue for the use of the O.S. Sam Polston Auditorium in the Highlands County Bert J. Harris Jr. Agri-Civic Center of approximately \$500.00.
[2020-2021 Fees Waived 08.25.2021.pdf](#)
[NuHope 090721.pdf](#)
- 8.B *Request to approve Amendment No. 1 to Agreement No. 20148 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the floating boarding dock, construction of a ADA wheelchair accessible dock, a ADA wheelchair accessible sidewalk to the entrance to the dock, and a fish weigh-in station at the Windy Point Boat Ramp in Highlands County.*
Leah Sauls, Development Services Director
Ric Fleeger, Parks and Rec Superintendent
Fiscal Impact may change in Cost Center 5306 (Lakes) depending on cost difference for supplies on change of work.
[20148-A1 - Highlands County - Amendment.pdf](#)
[Updated Windy Point Plans 6.9.21.pdf](#)
[20148 Highlands County - Agreement -bee.pdf](#)
[20148 Highlands County - Attachment A - SOW FBIP.pdf](#)
- 8.C *Request approval of an Interlocal Agreement between Highlands County, Florida, and the Town of Lake Placid, Florida, for the provision of planning services*
Melony Culpepper, Planning and Zoning Manager
The Town will provide the annual fee of \$35,000.00 payable in four (4) equal quarterly

payments (\$8,750.00).

[Interlocal Agreement Redline Version.pdf](#)

[Interlocal Agreement Lake Placid Planning Services FY21-22.pdf](#)

- 8.D *Request to approve edits to the Tourism Event Grant Program, updating the post event summary report and room verification form.*
Casey Hartt, Tourism Lead Marketing Consultant
No fiscal impact
[Grant Cmte Meeting Notes 6.23.21.pdf](#)
[TDC Post-Event-Form.pdf](#)
[8.19.2021 Draft TDC Min.pdf](#)
- 8.E *Communications Site License Agreement between New Cingular Wireless PCS, LLC. and Highlands County.*
Sherry G. Sutphen, County Attorney
None
[Brighton EXECUTABLE 9.7.pdf](#)
- 8.F *Request approval of the Board of County Commissioner's regular board meetings and Special Improvement District's meeting schedule for 2022.*
Randy Vosburg, County Administrator
No fiscal impact.
- 8.G *Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2022, less the observances of the Rosh Hashanah and Yom Kippur holidays.*
Randy Vosburg, County Administrator
No fiscal impact
[Holidays-Court Schedule- 2022.pdf](#)
[Board Policy 604 Holidays.pdf](#)
- 8.H *Request approval of Budget Amendment 20-21-138 for 2nd quarter reemployment charges*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring \$1,084.03 from cost center 2111 (Central Services) to cost center 5103 (Ambulance Service) and cost center 2700 (County Planning/Development) in the amounts of \$259.03 and \$825.00, respectively. In addition, there is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget as this budget amendment is realigning \$134.40 in cost center 4102 (Road & Bridge Services) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation). Also, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning \$630.09 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).
[20-21-138 Reemployment Tax - 2nd Q.pdf](#)
- 8.I *Request approval of Budget Amendment 20-21-140 and Resolution to make adjustments to the encumbrances rolled forward from FY 19/20 into FY 20/21*
David Nitz, OMB Manager

The fiscal impact will be a decrease to Fund 005 (General Fund), Project 17023 (Jack Creek Watershed Mgmt) and Project 17042 (Lk June-in-Winter Watershed Protection) in the amounts of \$3,253.00 and \$3,937.44, respectively, totaling a decrease of \$7,190.44.
[20-21-140 Proj Encumbrance Reclass Adjustments \(BA\).pdf](#)
[20-21-140R Proj Encumbrances Reclass Adjustments \(Resolution\).pdf](#)

- 8.J *Request approval of the minutes from the July 13, 2021 Workshop of the Board to consider the FY 21-22 Budget.*
[071321WORKSHOP.pdf](#)

9 PUBLIC HEARING

- 9.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-591SS, for approximately 0.15 acres, from High Density Residential (RH) to Commercial (C).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
[CPA-21-591SS Staff Report Patel](#)
[CPA-21-591SS Application Patel](#)
[CPA-21-591SS Ordinance Patel](#)
- 9.B *Public hearing to consider adoption of P&Z Hearing No. 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2)*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
[P&Z 2084 Staff Report Patel](#)
[P&Z 2084 Application Patel](#)
[P&Z 2084 Resolution Patel](#)
- 9.C *Public Hearing to consider approval of Florida Health Sciences Center d/b/a Tampa General Hospital, Aeromed application for a Class 4 Certificate of Public Convenience and Necessity (COPCN)*
Marc Bashoor, Public Safety Director
no fiscal impact
[Aeromed application.pdf](#)
[Highlands BOCC COI.pdf](#)
[Aeromed aff.pdf](#)
- 9.D *Public Hearing to consider approval of Positive Mobility, Inc d/b/a Positive Medical Transport application for a Class1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN)*
Marc Bashoor, Public Safety Director
no fiscal impact
[application.pdf](#)
[Highlands cty.pdf](#)
[Positive Mobility aff.pdf](#)

10 ACTION AGENDA

- 10.A *Request for confirmation of the employment of Ellison L. Stearns, III as the Highlands County Public Safety Director.*
Randy Vosburg, County Administrator
The accepted salary is within the current and proposed budget.
[Ellison Stearns III Resume.pdf](#)
- 10.B *Review Project Risk Ranking Report for the ARPA "Respond, Recover, Rebuild" (RRR) Plan.*
Liz Barber, Legislative Affairs & Grants Coordinator
The fiscal impact in the current fiscal year is \$10,316,092 and will affect several funds but the allocation to the different funds is unknown at this time. In addition, the second installment of \$10,316,092 will be received in FY 21/22 and the fiscal impact for the funds affected will be determined once the different projects are approved.
[Highlands County FL -Draft v09 15 2021.pdf](#)
[ARPA Spreadsheet for BOCC.pdf](#)
- 10.C *Request approval of two (2) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.*
Ingra Gardner, Community Programs Director
There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2021-2022 budget.
[2021-22 List of Grant Recommendations.docx](#)
[Champion for Children Foundation - Preven Services.pdf](#)
[Champion for Children Foundation - Vision Quest.pdf](#)
- 10.D *Request approval of seven (7) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.*
Ingra Gardner, Community Programs Director
There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2021-2022 budget.
[2021-22 List of Grant Recommendations.docx](#)
[Central FL Health Care.pdf](#)
[Change of Pace.pdf](#)
[DAV Ridge Chapter 49.pdf](#)
[Florida Dept of Health Highlands.pdf](#)
[Ridge Area ARC.pdf](#)
[Samaritan's Touch Care Center.pdf](#)
[Peace River Center.pdf](#)
- 10.E *Request approval to appoint a commissioner to serve as Highlands County's "County Champion" for Broadband.*
Randy Vosburg, County Administration
No fiscal impact.
[Letter 9.2.21 ACCESS 67 County Champions.pdf](#)
[ACCESS 67 County Champions .pdf](#)
- 10.F *Request approval of the Tourism Development Council's recommendation for the 2021-2022 Marketing Plan and Budget*

Casey Hartt, Lead Marketing Consultant
Leah Sauls, Development Services Director
The fiscal impact is an increase of \$142,000 to Cost Center 5305 (Marketing and Promotion)
[TDC-Budget-pres-2021-2022.pdf](#)
[8.19.2021 Draft TDC Min.pdf](#)

11 COUNTY ADMINISTRATOR AND LEGAL

- 11.A *County Attorney Status Report*
Sherry G. Sutphen, County Attorney
None.
[COUNTY ATTORNEY LOG 2.pdf](#)
- 11.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
[Status - Commissioner's Priorities \(FINAL\) 9.21.2021.pdf](#)
[Status - Project Updates \(FINAL\) 9.21.2021.pdf](#)

12 COMMISSIONERS

13 INFORMATIONAL

- 13.A *Board payables from September 21, 2021-October 4, 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: Sep 21, 2021

PRESENTER: Randy Vosburg, County Administrator
Clinton H. Howerton, County Engineer
Marc Bashoor, Public Safety Director
Jonathan Harrison, Road & Bridge Director
Ric Fleeger, Parks and Facilities Superintendent

SUBJECT/TITLE: County Administrator Randy Vosburg, Presentation of Years of Service Awards.

STATEMENT OF ISSUE

The following employees have reached service milestones and we would like to recognize them in order of years of service.

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: [Service Award Bios Apr to Sep 2021.docx](#)

Bios

April 2021

25 Years of Service

Robert Edmondson started his career with the Board of County Commissioners as a Dragline Operator Trainee in April 1996. In September 1998 he became an Equipment Operator I and in April 2021 he was promoted to Equipment Operator III.

May 2021

15 Years of Service

Richard Fleeger started his career with the Board of County Commissioners in 2006 as Assistant Supervisor/Finish Carpenter. He was promoted to Facilities Manager in 2015. In 2018 he was promoted to Parks & Facilities Superintendent.

June 2021

5 Years of Service

Glenna Thompson became a full-time employee of the Board of County Commissioners in June 2016 as an Engineering Services Aide. In 2017, she was promoted to Public Works Specialist.

25 Years of Service

Cheryl Gelin as began with the Board as work study for a college program in October 1995. In December of that year, she became an OPS employee in the Engineering Department. She was hired in June 1996 as a Receptionist/Switchboard Operator. In late 2002 she was promoted to Office Manager at the Ag Extension office and in 2007 she moved to Planning as the Office Manager. In 2012 she became a Public Works Specialist in the Engineering Department.

25 Years of Service

Scott Kreulen was hired by the Board of County Commissioners in June 1996 as a Sign Technician I. In November 1997, he was

promoted to Traffic Signal Technician. In October 2004 he became a Traffic Technician III and continues to serve the County in that role.

July 2021

5 Years of Service

Brett Hogan started as an OPS Firefighter/EMT with the Board in 2006. He became a permanent employee of the County in July 2016 as Emergency Management Coordinator. In February 2018, he moved to the Fire Services Supervisor position. In October of that year he became Battalion Chief and in January of 2019 he became a Dual Certified Battalion Chief.

5 Years of Service

Chelsea Whitmore started with the Board of County Commissioners in July 2016 and continues today as an Emergency Medical Technician.

15 Years of Service

Carlos Cirino was hired by the Board in July 2006 as an Equipment Operator I. In December 2010, he was promoted to Equipment Operator II and in March 2019 he became a Finish Equipment Operator Grader.

20 Years of Service

Raymond Moro became a Laborer for the County in July 2001. In July 2006, he was promoted to Equipment Operator II and then in November 2010 he became an Equipment Operator III. About a year later, in December 2011, he became a Finish Equipment Operator Grader and in 2017 was promoted to Assistant Supervisor. In June 2018 he was promoted to Road Construction Supervisor.

August 2021

5 Years of Service

Clinton 'Gator' Howerton started with the Board of County Commissioners in August 2016 as the County Engineer.

5 Years of Service	Vincent Delice was hired in August 2016 as a Laborer. A year later, in October 2017, he was promoted to Traffic Technician I and in June of this year, he was promoted to Traffic Technician II.
15 Years of Service	James Smith was hired in August 2016 as a Laborer. In February 2017, he was promoted to Tractor Mower Operator. In 2011, he became an Equipment Operator I. In October 2019 he became the Patch Crew Leader.
September 2021	
15 Years of Service	Karola Lucas started to work for the Board of County Commissioners in August 2006. She continues to serve as a Custodian today.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Casey Hartt, TDC Lead Marketing Consultant

SUBJECT/TITLE: Recognition of Highlands County Tourism Awards

STATEMENT OF ISSUE

Sebring Soda Festival won three (3) Sunsational Awards at the Florida Festivals & Events Association Conference and Tourism Development won the Flagler Award for the Sebring Area GeoTour at the VISIT FLORIDA'S Governor's Tourism Conference.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Three-Year HCFR Review

STATEMENT OF ISSUE

Three-Year Review of Highlands County Fire Rescue

RECOMMENDED ACTION

no action required

FISCAL IMPACT

none

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Richard Fleeger, Parks & Facilities Superintendent

SUBJECT/TITLE: Request approval to extend Waiver of Fees for Nu-Hope Elder Care Services, Inc. for the rental of the Agri-Civic Center Auditorium for Fiscal Year 2021-2022.

STATEMENT OF ISSUE

Attached is a letter of request from Nu-Hope Elder Care Services, Inc. requesting a waiver to extend the rental fees as well as the refundable damage deposit fee for the use of the O.S. Sam Polston Auditorium in the Highlands County Bert J. Harris Jr. Agri-Civic Center. The organization desires to hold their Christmas Dinner for seniors to have an opportunity to share the holiday with others in the community as they have for the past 45 years. The event will span December 8-9, 2021 for set up and dinner to be held.

Per the FY 2020-2021 Schedule of Fees, the rental fee is as follows:

\$250.00 Standard Rental Fee Times 2 days

\$250 Damage Deposit

The organization will be required to maintain and provide current Liability Insurance Coverage, Non-Profit Exemption (which is on file currently) and must comply with Building Rental Use Rules FY 2020-2021.

RECOMMENDED ACTION

Move approval the extension of wavier of rental fees and damage deposit to the Nu-Hope Elder Care Services, Inc. for the rental of the O.S. Sam Polston Auditorium at the Highlands County Bert J. Harris Jr., Agri Civic Center for Fiscal Year 2021-2022.

FISCAL IMPACT

The waiver would result in a potential loss of revenue for the use of the O.S. Sam Polston Auditorium in the Highlands County Bert J. Harris Jr. Agri-Civic Center of approximately \$500.00.

Attachments: [2020-2021 Fees Waived 08.25.2021.pdf](#)
[NuHope 090721.pdf](#)

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 08.25.2021	FEES WAIVED FOR 2021-2022
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	24	\$ 12,500.00	
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	\$ 1,550.00	\$ 400.00
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	12	\$ 5,200.00	
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	10 Est.	\$ 4,400.00	
Sebring High Cross Country Athletic Program	Sporst Complex	2	\$ 2,950.00	\$ 1,820.00
Salvation Army	Sports Complex	3	\$ 700.00	
A.A.I.S.L - All American International Softball league	Sports Complex	1	\$ 635.00	
Ridge Area ARC & Special Stars	Sports Complex / Agri Civic Center - Auditorium	11	\$ 14,820.00	\$ 375.00

8/25/2021



Supporting Seniors - Strengthening Communities

September 9, 2021

Highlands County Board of County Commissioners
600 S. Commerce Avenue, B233
Sebring, Florida 33870

Dear County Commissioners,

Every year, NU-HOPE Elder Care Services hosts an annual Thanksgiving Dinner at the Bert Harris Civic Center for seniors. This year, due to the current situation in the County, we must postpone the November Event. Our plan is to reschedule the event to December 9th, 2021 to celebrate the entire holiday season!

I am writing to request that the Highlands County Board of County Commissioners waive the fees associated with the use of the Bert Harris Civic Center for this event.

NU-HOPE Elder Care Services is a nonprofit 501(c)(3) organization that has proudly served our community for 45 years. Our organization provides in-home services, nutritional support, socialization, and crisis assistance for seniors and caregivers residing in Highlands and Hardee County. The majority of those served are seniors who are low income, socially isolated and lack the resources needed to obtain assistance elsewhere. Every year, we assist approximately 800 seniors and caregivers to maintain their independence and well-being and avoid nursing home placement.

The annual Holiday Dinner (previously Thanksgiving) is our key holiday event. For many seniors who attend, it is the only opportunity they have to share the holidays with others. The event is made all the more special by the involvement of others. Leaders from throughout our community join us at the dinner to honor our seniors, serve them a meal and join in this day of celebration. It is very meaningful event for all involved.

In prior years, there had been no cost for our organization to use the Bert Harris Civic Center for the dinner. We respectfully request that NU-HOPE continue to be exempt for any fees related to the use of the facility for this purpose. More specifically, we ask that the County Commissioners waive the \$250.00 per day fee and \$250.00 deposit. We request that the fee waiver apply to set up on December 8, 2021, as well as the actual event that is held December 9, 2021.

We deeply appreciate the longstanding partnership that the Highlands County Board of County Commissioner has with our organization. Every year, NU-HOPE must raise \$255,000 to continue to provide our critical services to the seniors of Highlands County. The support provided by the County Commissioners assists us in achieving this. As paying these fees to the County Commission for the use of the Civic Center would result in the reduction in their overall level of support, we respectfully request the facility-related fees be waived for the this year and the succeeding years in which our Thanksgiving Dinner for seniors is held.

On behalf of the seniors and caregivers of our community, thank you again for you past support. I look forward to continuing to work together in years ahead.

Sincerely,

Debbie Slade,
Executive Director

Serving Highlands and Hardee Counties.

NU-HOPE Elder Care Services, Inc. is a non-profit corporation that administers state and federal grants for elder services in agreement with the Florida Department of Elder Affairs and the Senior Connection Center.



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Septemeber 21, 2021

PRESENTER: Leah Sauls, Development Services Director
Ric Fleeger, Parks and Rec Superintendent

SUBJECT/TITLE: Request to approve Amendment No. 1 to Agreement No. 20148 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the floating boarding dock, construction of a ADA wheelchair accessible dock, a ADA wheelchair accessible sidewalk to the entrance to the dock, and a fish weigh-in station at the Windy Point Boat Ramp in Highlands County.

STATEMENT OF ISSUE

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

Deliverable tasks are as follows:

- Add 40 linear feet to the existing floating boarding dock,
- Construct a new five (5) foot by one-hundred and fifty (150) foot ADA wheelchair accessible dock,
- Construct a new twelve (12) foot by fourteen (14) foot weigh-in station at the end of the new
- Construct a new ADA wheelchair accessible sidewalk to the entrance of the new dock.

RECOMMENDED ACTION

Move to approve Amendment No. 1 to Agreement No. 20148 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the floating boarding dock, construction of a ADA wheelchair accessible dock, a ADA wheelchair accessible sidewalk to the entrance to the dock, and a fish weigh-in station at the Windy Point Boat Ramp in Highlands County.

FISCAL IMPACT

Fiscal Impact may change in Cost Center 5306 (Lakes) depending on cost difference for supplies on change of work.

Attachments: [20148-A1 - Highlands County - Amendment.pdf](#)
[Updated Windy Point Plans 6.9.21.pdf](#)
[20148 Highlands County - Agreement -bee.pdf](#)
[20148 Highlands County - Attachment A - SOW FBIP.pdf](#)

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AMENDMENT NO. 1 TO AGREEMENT

This Amendment to Agreement No. 20148 , referred to as the Original 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 Highlands County Board of County Commissioners, 59-6000655, whose address is 600 South Commerce Avenue, Sebring, FL 33870, hereinafter “Grantee”, collectively, “Parties”.

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. The first WHEREAS clause on page 1 of the Original Agreement is hereby amended to read as follows:

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

2. Attachment A, Section 1, Part B, of the Original Agreement is hereby amended to read as follows:

A. Project Benefits: This project will improve boating access by increasing capacity of the existing boarding dock, improving accessibility at the new boarding dock, and improve accessibility via sidewalk approach to the new accessible dock and weigh-in station.

3. Attachment A, Section 2. Project Deliverables, of the Original Agreement is hereby amended to read as follows:

Total payments for all deliverables will not exceed the maximum grant award amount of \$10,669.00.

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

Deliverable 1 Tasks:

- Add 40 linear feet to the existing floating boarding dock,
- Construct a new five (5) foot by one-hundred and fifty (150) foot ADA wheelchair accessible dock,
- Construct a new twelve (12) foot by fourteen (14) foot weigh-in station at the end of the new dock,
- Construct a new ADA wheelchair accessible sidewalk to the entrance of the new dock.

Compensation: Total payment for this deliverable not to 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.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

**Remaining Page Intentionally Left Blank
Signature Page to Follow**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to 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**

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

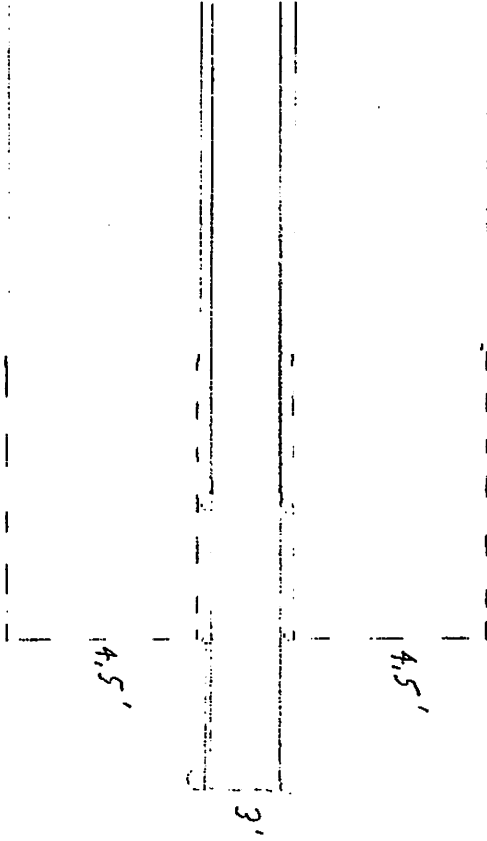
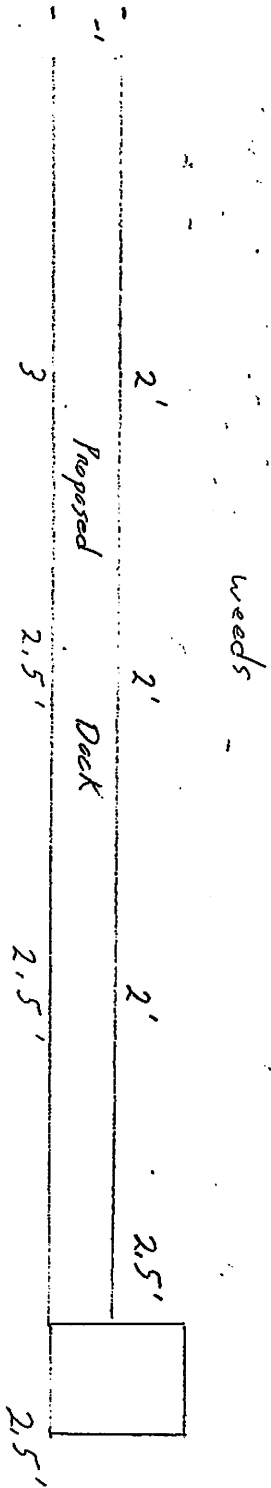
Date: _____

Approved as to form and legality by FWC Attorney:

Brandy E. Elliott
Commission Attorney

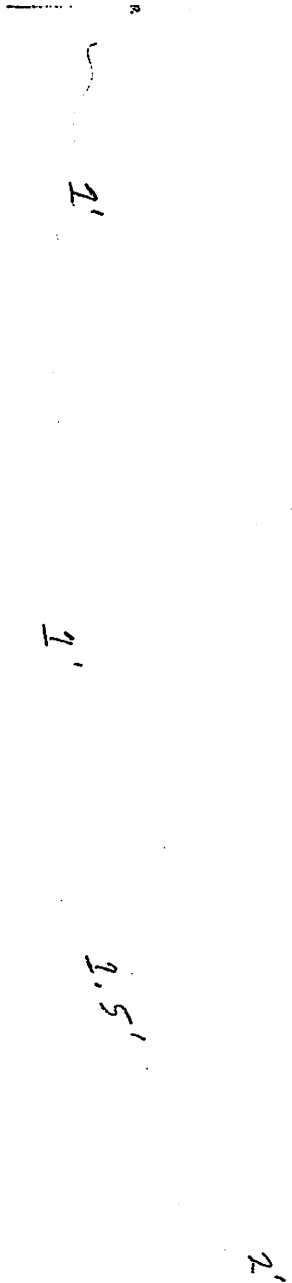
LENG 117' 5" 11' 5"
 Lake River Low 34.5'
 9-25-19 - 38.82'

U1



water depth 9-25-19 Lake @ 38.82'

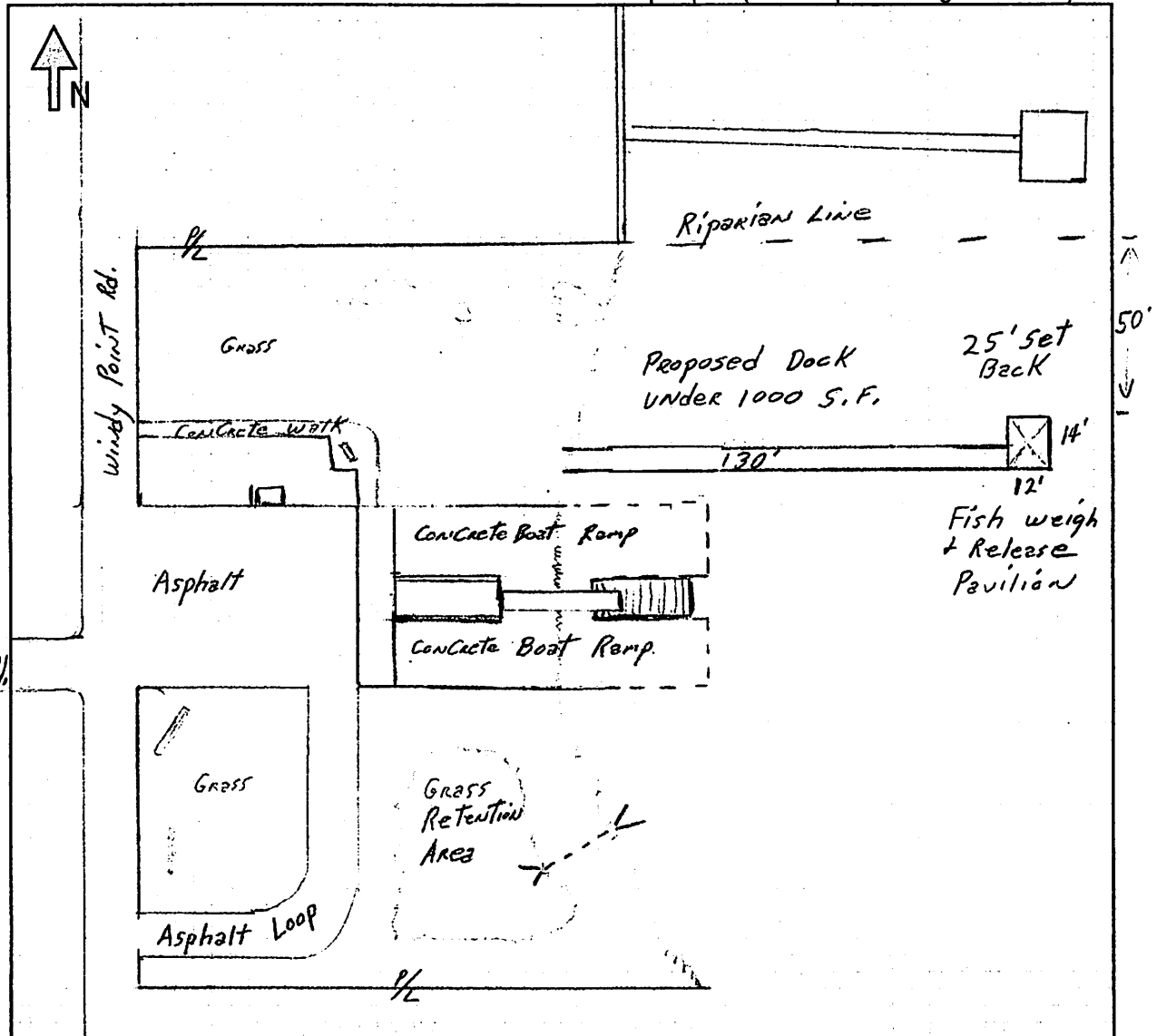
3'



**PLOT PLAN FORM
HIGHLANDS COUNTY, FLORIDA**

Site Address Lake Istokpoga - Windy Point, 65 Windy Point Rd.

All items referenced on the reverse side must be shown on the plot plan (see sample drawing on reverse).



Under the penalties of perjury, I declare that the above information is correct and complete and that all easements are shown.

Applicant Signature _____

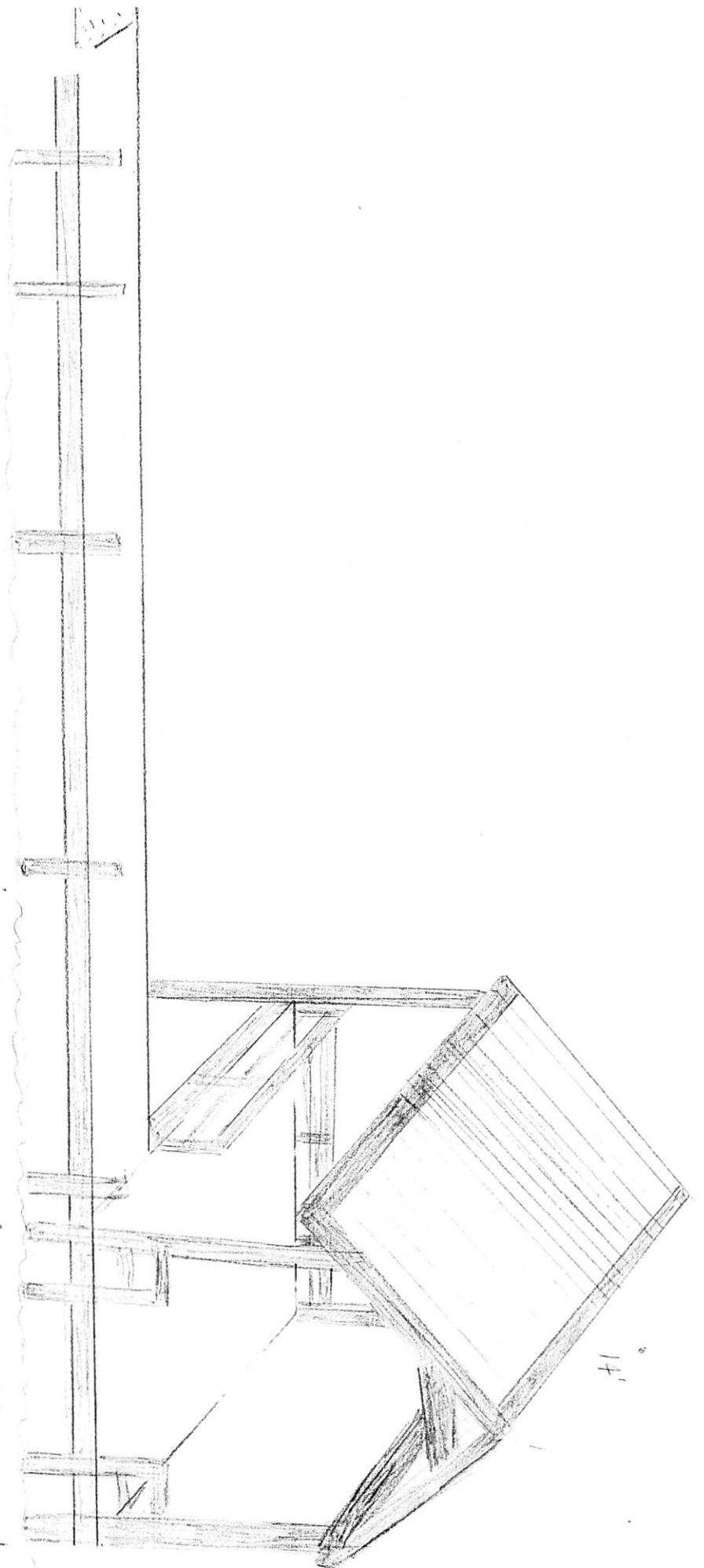
Date _____

winery - present

133' NOT TO SCALE

12'

14'



**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 STATUTES, 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:

<u>Reporting Period</u>	<u>Report due by:</u>
January through March	April 15 th
April through June	July 15 th
July through September	October 15 th
October through December	January 15 th

- 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: September 21, 2021

PRESENTER: Melony Culpepper, Planning and Zoning Manager

SUBJECT/TITLE: Request approval of an Interlocal Agreement between Highlands County, Florida, and the Town of Lake Placid, Florida, for the provision of planning services

STATEMENT OF ISSUE

The Town of Lake Placid has requested that Highlands County continue to administer the Town's Comprehensive Plan, Zoning Code, Land Development Regulations, and to provide certain planning functions. The Town proposes to contract with the County through an Agreement for those planning services for the annual fee of \$35,000.00, which is the same amount in the previous contract. This Agreement would be for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Minor changes have been introduced into the proposed Agreement.

On September 13, 2021, the Town Council voted to approve the Agreement between the County and the Town for the provision of Planning Services.

RECOMMENDED ACTION

Move to approve the 2021-2022 Interlocal Agreement between Highlands County and the Town of Lake Placid for planning services.

FISCAL IMPACT

The Town will provide the annual fee of \$35,000.00 payable in four (4) equal quarterly payments (\$8,750.00).

Attachments: [Interlocal Agreement Redline Version.pdf](#)
[Interlocal Agreement Lake Placid Planning Services FY21-22.pdf](#)

**INTERLOCAL AGREEMENT
BETWEEN
HIGHLANDS COUNTY, FLORIDA
AND
TOWN OF LAKE PLACID, FLORIDA
~~2020-2021~~2022 PLANNING SERVICES**

THIS AGREEMENT is made by and between the TOWN OF LAKE PLACID (the "TOWN"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WHEREAS, the TOWN is a municipal corporation organized under the laws of the State of Florida; and

WHEREAS, the TOWN has adopted a Comprehensive Plan, and the Town of Lake Placid Land Development Code ("LDC") which are now in effect; and

WHEREAS, the TOWN has requested that the COUNTY provide staff assistance for administration of the TOWN's Comprehensive Plan, and LDC; and

WHEREAS, the TOWN and the COUNTY agree that the COUNTY's Development Services Director ("DIRECTOR") will be appointed as the Town Planning and Zoning Official and will provide staff assistance to the TOWN for administration of the LDC as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the COUNTY and the TOWN agree as follows:

1. The TOWN hereby appoints and employs the COUNTY's DIRECTOR to act as the Town of Lake Placid Zoning Official, and hereby delegates all of the powers and duties of the TOWN's Planning and Zoning Official (the specific powers and duties are set out in Section 153-11 of the Code of the Town of Lake Placid) to the DIRECTOR except for the duties listed in paragraph 3 below and except for the duties listed in Section 153-11.f and Section 153-11.w of the ~~Code~~LDC of the Town of Lake Placid.

2. Subject to the terms of this Agreement, the TOWN and the COUNTY agree that the COUNTY shall provide staff assistance to the TOWN by performing the following tasks with respect to the administration of the LDC of the TOWN for the term beginning 1 October ~~2020~~2021 and ending 30 September ~~2021~~2022:

A. CORE SERVICES. The TOWN's core planning services for current and long range planning activities include the review and preparation of reports of all land development requests for the Town Council, the Local Planning Agency ("LPA"), and the Board of Adjustment ("BOA") for the following: subdivision or site plan approval; conditional use permits; variances; rezonings; special exceptions;

home occupations permits; planned developments; small scale and large scale plan amendments; easement vacations, concurrency review and approval; and roadway closures.

Essential functions include:

- the day to day public inquiries and requests for information; and
- requests for advice on current or proposed land use; and
- answering requests for the determination of comprehensive plan or zoning status of specific parcels; and
- maintaining records and files on open planning issues; and
- preparing reports, conducting research, and updating maps and files; and
- preparing the staff portion of the agenda packet; and
- attending the TOWN LPA and BOA meetings and planning portions of the Town Council meetings; and
- processing the planning orders, permits, special exceptions, variances, final (as built) inspections, comprehensive plan amendments, and all other permits and proceedings under the TOWN's LDC, Zoning Code and Comprehensive Plan; and
- advising and providing staff support to applicants, TOWN Boards, TOWN Committees and elected officials on planning issues and the mailing of planning issue documentation when necessary.

B. DEVELOPMENT OF LDRs FOR THE LAKE PLACID REGIONAL PLAN ("LPRP"). The Central Florida Regional Planning Council ("CFRPC") is under contract with the TOWN and the COUNTY to develop LDRs specific to the LPRP. The COUNTY shall provide technical data and assistance to the CFRPC as consultant for the TOWN and COUNTY.

C. TOWN EVALUATION AND APPRAISAL REPORT (EAR). The COUNTY shall not be responsible for the TOWN EAR amendments or process. Those planning functions shall be delegated with another agency. However, the COUNTY shall provide technical data and assistance to the TOWN's consultant.

3. The TOWN shall prepare and distribute agendas and minutes of meetings, provide all required mailing addresses for notices, place all advertising and post all notices required in connection with meetings and public hearings. The COUNTY shall provide to the TOWN Clerk the matters to be placed on the agendas as well as the applications, staff reports, and related matters to be included in the agenda or publications by the Clerk.

4. The COUNTY shall collect all fees and charges related to the TOWN's LDC. The said fees so collected shall be paid made payable to the TOWN and forwarded to the TOWN Clerk at the end of the month in which they were collected.

5. The TOWN shall pay the annual fee of \$35,000.00 payable in four (4) equal quarterly payments. This fee shall compensate the COUNTY for the staff support and services provided by the COUNTY to the TOWN pursuant to this Agreement. Additional services beyond the terms and scope of this agreement and that is approved by the TOWN and the COUNTY shall be subject to an hourly rate of \$Twenty-seven Dollars (\$27.00) per hour, not to exceed a total amount of \$Five Thousand Dollars (\$5,000 dollars-). If these additional services are anticipated to exceed \$ Five Thousand Dollars (\$5,000-dollars-), then an additional agreement shall be required between the TOWN and COUNTY that identifies compensation for the additional services provided by County staffthe COUNTY.

6. The TOWN shall reimburse the COUNTY for out of pocket expenses incurred by the COUNTY for copying, postage and business mileage when a personal vehicle is used for official TOWN travel and other direct out of pocket expenses paid by the COUNTY pursuant to this Agreement. Business mileage reimbursement shall be according to the COUNTY's reimbursement of traveling expenses. The TOWN shall make payment to the COUNTY pursuant to this paragraph within thirty (30) days after receiving the COUNTY'S invoice for those expenses.

7. This Agreement does not include development by the COUNTY of new or revisions to the existing TOWN's LDC, except the LDRs for the LPRP, as expressly stated in paragraph 2 B of this Agreement.

8. The COUNTY is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed by or on behalf of the COUNTY shall at all times, and in all places, be subject to the COUNTY's sole direction, supervision and control. The COUNTY shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the COUNTY's relationship and the relationship of its employees and volunteers to the TOWN shall be that of an independent contractor and not as employees or agents of the TOWN. The COUNTY does not have the power or authority to bind the TOWN in any promise, agreement or representation.

____9. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes and the COUNTY shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the TOWN.

____10

10. The COUNTY and the TOWN expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

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 the COUNTY or TOWN 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 or the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.

~~44~~12. This Interlocal Agreement is binding upon the parties, their successors and assigns.

~~42~~13. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement.

~~43~~14. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement.

~~44~~15. This Interlocal Agreement shall become effective upon filing with recording in the public records of Highlands County ~~Clerk of the Circuit Court, Florida~~ following execution by the TOWN and the COUNTY.

~~45~~16. This Agreement may be terminated by either party on 90 days written notice.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Interlocal Agreement on the day and year set forth next to the signatures below.

DONE AND ADOPTED this ~~13th~~ day of ~~August, 2020~~September, 2021.

TOWN OF LAKE PLACID, FLORIDA
a municipal corporation

Attest: _____
Eva Cooper Hapeman, Municipal Clerk

By: _____
John M. Holbrook, Mayor

LEGAL REVIEW: APPROVED AS TO FORM: _____

Bert, J. Harris, III, Town Attorney

DONE AND ADOPTED this _____21st day of ~~September, 2020~~September, 2021.

HIGHLANDS COUNTY, FLORIDA
a political subdivision of the State of Florida

Attest: _____ By: _____
~~Robert W. Germaine~~Jerome Kaszubowski, Clerk Scott A.
Kirouac~~William R. Handley~~, Chairman

LEGAL REVIEW: APPROVED AS TO FORM: _____
Sherry G. Sutphen,
County Attorney

**INTERLOCAL AGREEMENT
BETWEEN
HIGHLANDS COUNTY, FLORIDA
AND
TOWN OF LAKE PLACID, FLORIDA
2021-2022 PLANNING SERVICES**

THIS AGREEMENT is made by and between the TOWN OF LAKE PLACID (the "TOWN"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida (the "COUNTY").

WHEREAS, the TOWN is a municipal corporation organized under the laws of the State of Florida; and

WHEREAS, the TOWN has adopted a Comprehensive Plan, and the Town of Lake Placid Land Development Code ("LDC") which are now in effect; and

WHEREAS, the TOWN has requested that the COUNTY provide staff assistance for administration of the TOWN's Comprehensive Plan, and LDC; and

WHEREAS, the TOWN and the COUNTY agree that the COUNTY's Development Services Director ("DIRECTOR") will be appointed as the Town Planning and Zoning Official and will provide staff assistance to the TOWN for administration of the LDC as provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the COUNTY and the TOWN agree as follows:

1. The TOWN hereby appoints and employs the COUNTY's DIRECTOR to act as the Town of Lake Placid Zoning Official, and hereby delegates all of the powers and duties of the TOWN's Planning and Zoning Official (the specific powers and duties are set out in Section 153-11 of the Code of the Town of Lake Placid) to the DIRECTOR except for the duties listed in paragraph 3 below and except for the duties listed in Section 153-11.f and Section 153-11.w of the LDC of the Town of Lake Placid.

2. Subject to the terms of this Agreement, the TOWN and the COUNTY agree that the COUNTY shall provide staff assistance to the TOWN by performing the following tasks with respect to the administration of the LDC of the TOWN for the term beginning 1 October 2021 and ending 30 September 2022:

A. **CORE SERVICES.** The TOWN's core planning services for current and long range planning activities include the review and preparation of reports of all land development requests for the Town Council, the Local Planning Agency ("LPA"), and the Board of Adjustment ("BOA") for the following: subdivision or site plan approval; conditional use permits; variances; rezonings;

special exceptions; home occupations permits; planned developments; small scale and large scale plan amendments; easement vacations, concurrency review and approval; and roadway closures.

Essential functions include:

- the day to day public inquiries and requests for information; and
- requests for advice on current or proposed land use; and
- answering requests for the determination of comprehensive plan or zoning status of specific parcels; and
- maintaining records and files on open planning issues; and
- preparing reports, conducting research, and updating maps and files; and
- preparing the staff portion of the agenda packet; and
- attending the TOWN LPA and BOA meetings and planning portions of the Town Council meetings; and
- processing the planning orders, permits, special exceptions, variances, final (as built) inspections, comprehensive plan amendments, and all other permits and proceedings under the TOWN's LDC, Zoning Code and Comprehensive Plan; and
- advising and providing staff support to applicants, TOWN Boards, TOWN Committees and elected officials on planning issues and the mailing of planning issue documentation when necessary.

B. DEVELOPMENT OF LDRs FOR THE LAKE PLACID REGIONAL PLAN ("LPRP"). The Central Florida Regional Planning Council ("CFRPC") is under contract with the TOWN and the COUNTY to develop LDRs specific to the LPRP. The COUNTY shall provide technical data and assistance to the CFRPC as consultant for the TOWN and COUNTY.

C. TOWN EVALUATION AND APPRAISAL REPORT (EAR). The COUNTY shall not be responsible for the TOWN EAR amendments or process. Those planning functions shall be delegated with another agency. However, the COUNTY shall provide technical data and assistance to the TOWN's consultant.

3. The TOWN shall prepare and distribute agendas and minutes of meetings, provide all required mailing addresses for notices, place all advertising and post all notices required in connection with meetings and public hearings. The COUNTY shall provide to the TOWN Clerk the matters to be placed on the agendas as well as the applications, staff reports, and related matters to be included in the agenda or publications by the Clerk.

4. The COUNTY shall collect all fees and charges related to the TOWN's LDC. The said fees so collected shall be paid made payable to the TOWN and forwarded to the TOWN Clerk at the end of the month in which they were collected.

5. The TOWN shall pay the annual fee of \$35,000.00 payable in four (4) equal quarterly payments. This fee shall compensate the COUNTY for the staff support and services provided by the COUNTY to the TOWN pursuant to this Agreement. Additional services beyond the terms and scope of this agreement and that is approved by the TOWN and the COUNTY shall be subject to an hourly rate of Twenty-seven Dollars (\$27.00) per hour, not to exceed a total amount of Five Thousand Dollars (\$5,000). If these additional services are anticipated to exceed Five Thousand Dollars (\$5,000), then an additional agreement shall be required between the TOWN and COUNTY that identifies compensation for the additional services provided by the COUNTY.

6. The TOWN shall reimburse the COUNTY for out of pocket expenses incurred by the COUNTY for copying, postage and business mileage when a personal vehicle is used for official TOWN travel and other direct out of pocket expenses paid by the COUNTY pursuant to this Agreement. Business mileage reimbursement shall be according to the COUNTY's reimbursement of traveling expenses. The TOWN shall make payment to the COUNTY pursuant to this paragraph within thirty (30) days after receiving the COUNTY'S invoice for those expenses.

7. This Agreement does not include development by the COUNTY of new or revisions to the existing TOWN's LDC, except the LDRs for the LPRP, as expressly stated in paragraph 2 B of this Agreement.

8. The COUNTY is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed by or on behalf of the COUNTY shall at all times, and in all places, be subject to the COUNTY's sole direction, supervision and control. The COUNTY shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the COUNTY's relationship and the relationship of its employees and volunteers to the TOWN shall be that of an independent contractor and not as employees or agents of the TOWN. The COUNTY does not have the power or authority to bind the TOWN in any promise, agreement or representation.

9. This Interlocal Agreement has been executed pursuant Section 163.01, Florida Statutes and the COUNTY shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the TOWN.

10. The COUNTY and the TOWN expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. 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 the COUNTY or TOWN 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 or the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto and attached to the original of this Interlocal Agreement.

12. This Interlocal Agreement is binding upon the parties, their successors and assigns.

13. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement.

14. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement.

15. This Interlocal Agreement shall become effective upon recording in the public records of Highlands County, Florida following execution by the TOWN and the COUNTY.

16. This Agreement may be terminated by either party on 90 days written notice.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Interlocal Agreement on the day and year set forth next to the signatures below.

DONE AND ADOPTED this 13th day of September, 2021.

TOWN OF LAKE PLACID, FLORIDA
a municipal corporation

Attest: Eva Cooper Hapeman
Eva Cooper Hapeman, Municipal Clerk

By: John M. Holbrook
John M. Holbrook, Mayor

LEGAL REVIEW: APPROVED AS TO FORM: Bert J. Harris, III
Bert, J. Harris, III, Town Attorney

DONE AND ADOPTED this 21st day of September, 2021.

HIGHLANDS COUNTY, FLORIDA
a political subdivision of the State of Florida

Attest: _____
Jerome Kaszubowski, Clerk

By: _____
Scott A. Kirouac, Chairman

LEGAL REVIEW: APPROVED AS TO FORM: _____
Sherry G. Sutphen,
County Attorney

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Casey Hartt, Tourism Lead Marketing Consultant

SUBJECT/TITLE: Request to approve edits to the Tourism Event Grant Program, updating the post event summary report and room verification form.

STATEMENT OF ISSUE

At the regularly scheduled TDC meeting on August 19th, 2021 the TDC voted to approve the Tourism Event Grant Proposed changes to streamline the post event summary report and the room night verification process presented by the Grant Sub-Committee.

RECOMMENDED ACTION

Move to approve edits to the Tourism Event Grant Program, updating the post event summary report and room verification form.

FISCAL IMPACT

No fiscal impact

Attachments: [Grant Cmte Meeting Notes 6.23.21.pdf](#)
[TDC Post-Event-Form.pdf](#)
[8.19.2021 Draft TDC Min.pdf](#)



Attendees:

TDC members: Christine Hatfield, Inn on the Lakes; Cindy Garren, South Florida State College

TDC/County Staff: Leah Sauls, Chantel Brutus and Casey Hartt.

- Room verifications - how can we make this easier for event planner/more engagement from hotels?
 - Use AJGA as an example of room night reporting.
 - Ask hotels to ask guests at check in and keep a log
 - Events must conduct and compile their own attendee survey and include AirBNB room nights
 - Add to grant application – how will you verify rooms nights? Provide a detailed plan.
- Notary Page - can we take that away?
 - Chantel will ask Legal
- Applications deadlines - re-evaluate
 - No action
- Post-event reports - do we get these? Should we share with TDC at each meeting/in packets?
 - Develop an actual, final budget and marketing report sheet that they must complete and submit
 - Number of participants
 - Number of staff, coaches, spectators, media, etc.
 - Where did participants come from?
 - Feedback about destination – what did they like and not like?
- Should we ask for FL Sports Foundation required data in application?
 - Yes – see below
 - a. Number of participants (competitors, officials, coaches, etc):
 - i. How many out of state? # for adult and # for youth
 - ii. How many overnight in state? # for adult and # for youth
 - iii. How many day in state? # for adult and # for youth
 - b. Number of Fans/Spectators:
 - i. How many out of state? # for adult and # for youth
 - ii. How many overnight in state? # for adult and # for youth
 - iii. How many day in state? # for adult and # for youth
 - c. Number of Media:
 - i. How many out of state?
 - ii. How many overnight in state?
 - iii. How many day in state?

Total Hotel Impact

- a. Number of rooms from out of state?
- b. Number of rooms from in state?
- Are you getting any other local public funding for this event? If yes, please indicate source and amount.

- Should we add Eligible Uses of MOT Fees and Bid Fees?
 - Yes for MOT fees. Leave Bid Fees as is.
- County's Special Event Permit - should we include?
 - Agreed to include the Flow Chart to decide if you need Special Event Permit. Flow Chart needs to be updated before we can include.
- Do we check for VS logo on their website as stated?
 - Yes, Chantel does do this.
- Attendee surveys - we need to indicate this is their responsibility (not ours) and they have to share data with us.
 - Mentioned above, but can clarify again in section about Attendee Surveys.
- Events to bid on
 - These will go through Airstream Ventures



POST EVENT SUMMARY REPORT

Event Name: _____ Event Date(s): _____

Event Organizer: _____

1) To the best of your knowledge, please fill in the following charts with estimates for the number of room nights and attendees resulting from your event:

Total Paid Room Nights:

Attendee Origin & Type

	From Out of State	Overnight, From Florida	Day Trip/In State	Average # of Nights Stay
Participant/Coach/Official				
Spectators				
Media				
Totals:				

2. Were there any extenuating circumstances that lead to actual attendance or room night generation falling below projections? If yes, what were those circumstances:

3. Was your event a room night generating event, if so, please fill out the "Room Night Certification Form." One (1) form must be submitted for each participating hotel.
4. Did your event garner any media coverage? If yes, please describe in detail.

Event Organizer Signature: _____ Date: _____

Participant Room Night Survey

[illegible]



**Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
August 19, 2021 @ 8:15 a.m.**

Draft Regular Meeting

1. The meeting was called to order at 8:17 a.m. by Vicki Pontius.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland

John Story

Council Members Absent:

Bill Brantley
Cindy Garren

Christine Hatfield

Also, Present:

Andy Kesling, Citrus Golf Trail/ Sun 'N Lake Golf Club
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Legal Assistant/Fill in for vacant TDC assistant position
Joel Lamp, Airstream Ventures, LLC.
Cliff Woods
Rachel Barry, Zoning Supervisor
Matt Raulerson, Assistant County Attorney

Vicki Pontius and Chantel Brutus established that a quorum was present, and the meeting was properly noticed.

2. Acceptance of TDC Meeting Minutes of June 10, 2021.

Ms. Pontius inquired if there were any comments or changes to the minutes of June 10, 2021. 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. Pontius presented the Monthly Expenditure and Revenue Reports year to date ending May 30, 2021, which makes a total up to date of \$848,033.94.

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 & Event Updates

A. Marketing Update

Ms. Hartt presented her Marketing report. Ms. Hartt updated the TDC and public that TDC staff and Airstream Ventures has focused on bringing sporting events to the area and allocating TDC funds to make that possible. The TDC has also applied for and received multiple Florida Sports grants to help with funding these events. Ms. Rydecki has stated her hotel has been full the last few months and numbers are looking good for accommodations, which we should see in the updated revenues when the financial department releases them.

TDC staff has resumed their community outreach and presentations with local stakeholders. These meetings generate a lot of useful feedback from the local community.

Lunker Louie has been secured as Visit Sebring's Fishing Ambassador. Lunker Louie fishes locally and posts on social media to attract fisherman to the area through his large following on social media.

B. Sports Events Update

Mr. Lamp presented an update on the sports events that TDC and Airstream Ventures has worked to bring to the Sebring Area. Mr. Lamp states that they have secured 8 sporting events. TDC staff and Airstream also held a County-wide meeting in April regarding Pickleball with nearly 40 people in attendance to discuss the sport and interest in Highlands County.

5. Items for Voting

A. GFNY Grant Amendment Request

The Board agreed to allow Ms. Fluhme to modify her grant application changing TDC funded expenses from marketing to MOT.

Ms. Pontius made a motion, seconded by Mr. Story, to approve the grant modification to allow MOT services. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Highlands County Golf

Mr. Wood brought a Highlands County Golf Tourism Sales Proposal to the TDC asking them to spend \$183,200 on recruiting a professional salesperson with digital sales/marketing experience, provide a budget to develop leads, develop sales literature, produce a video to be used as a sales aid, adjust the CGT website to include a focus on golf groups, and incidental sales/marketing expenses.

None of the TDC members were in agreeance with the proposal and the item was dropped.

C. Event Grant Program Proposed Changes

Ms. Hartt presented the proposed changes to the TDC Event Grant Program Applications.

Ms. Sutherland made a motion, seconded by Mr. Story to approve the Grant Application changes. Upon roll call, all Council members on the call voted aye. The motion passed

D. 2021-2022 Marketing Plan and Budget

Ms. Hartt presented her 2021-2022 Marketing Plan and Budget to the TDC board. Ms. Hartt's proposed preliminary budget would allocate \$675,000 to marketing and promotions.

Mr. Story made a motion, seconded by Mr. Stewart, to approve the 2021-2022 Marketing Plan and Budget. Upon roll call, all Council members on the call voted aye. The motion passed.

E. TDC Alternate Members

TDC members decided to drop this item and bring it back at a later date if they decided they needed alternate members to be added since it was brought to TDC's attention that it was decided by Legal that Commissioner Campbell can vote per FL. Statue.

6. Old Business/Discussion

A. RFP Update

Ms. Sauls reported that Gray Dog Publishing ranked highest in the BID process and an offer was made. The TDC had a discussion asking Ms. Sauls to please bring their recommendation of Gray Dog to the Board of County Commissioners attention so they are aware of how pleased they are with the work Gray Dog has been doing and would like to continue in the same direction.

B. Tourism Insights Awards Update

Ms. Hartt stated that TDC staff has secured Brain London as a guest speaker for the event and it will be held on September 29, 2021 at 2p.m. in the Government Center, Board Room.

C. Stakeholder Meetings

Ms. Hartt informed the TDC that staff has continued their community outreach by having stakeholder meetings again after being put on hold due to COVID-19.

TDC Staff held a stakeholders meeting day and met with owners/ representatives from Arts & Culture, Agritourism, and Restaurant & Hotels.

D. TDT Letter

Ms. Sauls informed the TDC that the TDT informational letter has been put on hold until further direction from Administration.

7. Public Input

8. Board Member Roundtable

The TDC requested that the Fl. Statue that makes up the Tourism Development be included in the next meetings agenda for them to review and have a copy of. They also asked that legal take a look at the statue and ordinance and make revisions as they see fit.

9. Upcoming Meeting

A. Agritourism Forum, TBD

B. Tourism Insights Awards September 29, 2021 @ 2 p.m., Government Center, Boardroom

C. TDC Board Meeting October 28, 2021 @ 8:15 a.m., Government Center, Boardroom

D. AdventureEDU Program November 4-5, 2021, Inn on the Lakes

9. Adjournment

Ms. Pontius adjourned the meeting at 10:32 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 9/21/21

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Communications Site License Agreement between New Cingular Wireless PCS, LLC. and Highlands County.

STATEMENT OF ISSUE

Lykes Bros., Inc. ("LBI") owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 24439 State Rd. 70 East, Okeechobee, Florida 34974; Assessor's Parcel Number C-35-37-32-030-0010-0010 ("LBI's Real Property") and HCBOCC owns a tower located on LBI's Real Property (the "Tower");

LBI and HCBOCC entered into that certain Tower Donation and License Agreement, dated 2 August 2005 (the "Original Agreement"), as amended, which set forth the terms and conditions upon which LBI donated that certain communications tower located at the intersection of State Road 70 and County Road 721 in Brighton, Florida, Federal Communications Registration Number 1038372 (the "Tower") situated on LBI's Real Property, which is located in Section 26, Township 37 South, Range 32 East, Highlands County, Florida as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Premises"); A copy of the Original Agreement is hereby attached as Exhibit 4;

CINGULAR desires to obtain from HCBOCC a license to a portion of the Premises and a portion of the Tower based on the terms and conditions of this Agreement.

RECOMMENDED ACTION

Move to approve the Communications Site License Agreement between New Cingular Wireless PCS, LLC. and Highlands County.

FISCAL IMPACT

None

Attachments: [Brighton EXECUTABLE 9.7.pdf](#)

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT ("Agreement") dated as of _____, is made by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("CINGULAR") and Highlands County, a political subdivision of the State of Florida, having a mailing address of 560 S. Commerce Avenue, Sebring, FL 33870 ("HCOCC").

RECITALS

This License Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lykes Bros., Inc. ("LBI") owns certain real property legally described in Exhibit "A" attached hereto and commonly known as 24439 State Rd. 70 East, Okeechobee, Florida 34974; Assessor's Parcel Number C-35-37-32-030-0010-0010 ("LBI's Real Property") and HCOCC owns a tower located on LBI's Real Property (the "Tower");

B. LBI and HCOCC entered into that certain Tower Donation and License Agreement, dated 2 August 2005 (the "Original Agreement"), as amended, which set forth the terms and conditions upon which LBI donated that certain communications tower located at the intersection of State Road 70 and County Road 721 in Brighton, Florida, Federal Communications Registration Number 1038372 (the "Tower") situated on LBI's Real Property, which is located in Section 26, Township 37 South, Range 32 East, Highlands County, Florida as more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Premises"); A copy of the Original Agreement is hereby attached as Exhibit 4;

C. CINGULAR desires to obtain from HCOCC a license to a portion of the Premises and a portion of the Tower based on the terms and conditions of this Agreement;

WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:

1. **Grant of Rights.** HCOCC hereby licenses to CINGULAR the right to construct and operate communications equipment on approximately 396 square feet of ground space on the real property owned by LBI and designated and shown on the map attached hereto as Exhibit B for the purpose of building, operating and maintaining ground facilities to support its communication facilities ("CINGULAR's Facilities").

2. **Permitted Uses.** Subject to the terms and conditions of this Agreement, CINGULAR may use those portions of the Premises and Tower licensed to CINGULAR herein solely for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of the CINGULAR Facilities and related equipment, cables, accessories and improvements (collectively, the "Permitted Use"). CINGULAR's use of such portion of the Premises and Tower shall not unreasonably interfere with, disrupt, or obstruct HCOCC's existing use of and operations at the Premises and Tower. Prior to the initial installation and any subsequent relocation, addition or modification of CINGULAR's Facilities, CINGULAR shall obtain the HCOCC's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that modifications or additions to CINGULAR's Facilities that increase the size of the CINGULAR licensed land space or the structural loading on the Tower of CINGULAR Tower equipment shall be subject to reasonable increased License Fees. Notwithstanding the foregoing, CINGULAR maintains the right to perform routine maintenance,

repairs, replacements and upgrades without HCBOCC approval when no changes to the exterior appearance of CINGULAR's Facilities are made. CINGULAR shall provide HCBOCC with detailed plans and other reasonable documentation reasonably requested by HCBOCC, for HCBOCC to review and approval (which shall not be unreasonably withheld, conditioned or delayed and in no event delayed beyond twenty (20) days, excluding any permit review). After HCBOCC's (i) failure to respond in writing to CINGULAR's proposed plans within twenty (20) days of their receipt; or (ii) failure to provide a written response within five (5) business days of receipt of plans revised by CINGULAR after comment from HCBOCC in accordance with this Section, the Plans will be deemed approved. CINGULAR shall not damage the LBI Real Property and shall immediately repair any injury to the LBI Real Property directly resulting from CINGULAR's exercise of its rights hereunder. CINGULAR shall not locate or operate any cranes or other heavy machinery at the LBI Real Property, without HCBOCC's prior written approval which shall not be unreasonably withheld, conditioned or delayed. HCBOCC's approval of CINGULAR's plans for CINGULAR's improvements shall create no responsibility or liability on the part of HCBOCC for their completeness, design sufficiency, or compliance with laws, rules and regulations of governmental agencies or authorities. Notwithstanding anything stated herein to the contrary, CINGULAR shall not perform any installation, maintenance or other activity which will cause damage to the LBI Real Property, the Premises or the Tower. CINGULAR shall use a licensed contractor to perform any work on the Tower. HCBOCC agrees that CINGULAR's ability to use the Premises is contingent upon the suitability of the Premises and LBI's Real Property for the Permitted Use and CINGULAR's ability to obtain and maintain all government approvals. HCBOCC authorizes CINGULAR to prepare, execute and file all required applications to obtain government approvals for the Permitted Use and agrees to reasonably assist CINGULAR with such applications and with obtaining and maintaining the government approvals.

3. Conditions Precedent: Prior Approvals. CINGULAR represents, to the best of its knowledge, that it has obtained, or will obtain prior to the start of construction, all applicable governmental licenses, permits and approvals enabling CINGULAR to construct and operate wireless communications facilities on the Premises.

4. Term. The initial term of this Agreement shall be five (5) years ("the Initial Term") commencing on the date the last party executes this Agreement, as reflected on the signature page below ("Commencement Date"). CINGULAR shall have the right to extend the term of this Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Agreement, except that the Cingular License Fee shall be increased as set forth hereinbelow. This Agreement shall automatically be extended for each successive five (5) year Renewal Term as to CINGULAR, unless CINGULAR notifies HCBOCC in writing of CINGULAR's intention not to extend this Agreement at least six (6) months prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and any Renewal Terms shall collectively be referred to as "the Term."

5. License Fees. (a) Commencing on the Commencement Date, CINGULAR shall pay, as license fees, the sum of One Thousand Eight Hundred Dollars and NO CENTS (\$1,800.00) per month (the "**License Fee**"). The License Fee shall be payable on or before the fifth (5th) day of each month, in advance, as follows: (i) fifty percent (50%) of the License Fee shall be paid to HCBOCC or its alternate payee specified in Section 22, Notices and Deliveries; and (ii) the remaining fifty percent (50%) shall be paid to LBI, or its alternate payee (upon thirty days prior written notice), at 106 SW County Road 721, Okeechobee, FL 34794, Attention: Accounts Receivable. CINGULAR acknowledges that the License Fee payable to LBI constitutes fee sharing that HCBOCC has agreed to provide to LBI, as the owner of the Property, and may not be redirected or reallocated by HCBOCC without the prior written consent of LBI. The parties hereby acknowledge that the initial month's License Fee payment shall not be considered to be in default so long as it is received by HCBOCC within forty-five (45) days of the Commencement Date. If the Commencement Date of this Agreement is other than the first day of a calendar month, CINGULAR may

pay the prorated fee for the remainder of the calendar month in which the Term commences, and thereafter CINGULAR shall pay a full month's License Fee on or before the fifth day of each calendar month, except that such payment shall be prorated for the final fractional month of this Agreement, or if this Agreement is terminated before the expiration of any month for which the License Fee should have been paid.

(b) Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the Term of this Agreement, (including all Renewal Terms Terms), the License Fee shall increase by an amount equal to three percent (3%) of the License Fee due for the immediately preceding license year.

(c) The parties acknowledge that the Tower will require structural modifications to accommodate CINGULAR's tower mounted equipment, the scope of which is set forth in Exhibit 5 ("Tower Modifications"). CINGULAR shall be responsible for the total cost of the Tower Modifications required for CINGULAR's equipment and for performing such work; provided said tower structural modifications shall not unreasonably interfere with HCBOCC existing use of the Tower or Premises. CINGULAR shall not otherwise modify the Tower or the Premises without HCBOCC's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The Premises shall not be made subject to any mechanic's, materialmen's or other liens, and CINGULAR shall keep the LBI Real Property free from any such liens and shall indemnify the LBI and HCBOCC against and satisfy any such liens which may be obtained because of acts of CINGULAR. CINGULAR shall promptly pay for all materials supplied and work done on the Premises for work contracted for by CINGULAR or its agents, employees or contractors so as to ensure that no lien is recorded against any portion of the Premises or against the LBI's, HCBOCC's or CINGULAR's interest therein. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of CINGULAR in connection with this Agreement, CINGULAR will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within sixty (60) days after notice from HCBOCC thereof. If CINGULAR fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then HCBOCC will be entitled to do so at CINGULAR's expense.

(d) All charges payable under this Agreement (such as taxes or utilities) shall be billed by HCBOCC within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by HCBOCC and shall not be payable by CINGULAR. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by HCBOCC. The provisions of this subsection shall survive the termination or expiration of this Agreement.

6. Intentionally deleted.

7. Ongoing Access to Premises. Throughout the Term of this Agreement, CINGULAR shall have the right of access without escort to the Premises for its employees and agents for installation, operation, maintenance, service, and removal of equipment twenty-four (24) hours a day, seven (7) days per week, at no additional charge to CINGULAR. In exercising its right of access to the Premises herein, CINGULAR agrees to cooperate with any reasonable security procedures utilized by LBI or HCBOCC on LBI's Real Property provided such procedures have been provided to CINGULAR in writing prior to enforcement and further agrees not to unduly disturb or interfere with the business or other activities of LBI, HCBOCC or of other existing tenants or occupants of the Premises. If CINGULAR directly causes any such damage, CINGULAR shall promptly repair the same at its sole expense. If HCBOCC causes any such damage, HCBOCC shall promptly repair the same at its sole expense. CINGULAR shall be responsible for the maintenance and compliance with laws applicable to Cingular's installation, operation and repair of the CINGULAR Facilities located on the Premises, including compliance with Part 17 of the Federal Communications Commissions ("FCC") Rules. HCBOCC agrees to comply with all applicable

laws, rules and regulations relating to HCBOCC's ownership of the Tower and use of the Premises and any improvements on the Premises.

8. CINGULAR's Work, Maintenance and Repairs. Within one hundred twenty (120) days after the termination of this Agreement (the "Removal Period"), CINGULAR will remove all of CINGULAR's above-ground Facilities from the Premises and CINGULAR will restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond CINGULAR's control excepted. If such time for removal causes CINGULAR to remain on the Property after the Removal Period, then CINGULAR shall pay the License Fee at double the then existing monthly rate until such time as the removal of the CINGULAR Facilities. Notwithstanding the foregoing, CINGULAR will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will CINGULAR be required to remove from the Premises or the LBI's real Property any structural steel or any foundations or underground utilities.

9. Title to CINGULAR's Facilities. Title to CINGULAR's Facilities and any equipment placed on the Premises by CINGULAR shall be held by CINGULAR. All of CINGULAR's Facilities shall remain the personal property of CINGULAR and are not fixtures. CINGULAR shall remove CINGULAR's Facilities in accordance with Section 8 of this Agreement. CINGULAR shall have the right to install utilities, at CINGULAR's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power) with HCBOCC's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. HCBOCC hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to CINGULAR an easement over the Premises, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises.

10. Interference and Emissions.

(a) Interference by CINGULAR's Facilities.

(i) Prior to or concurrent with the execution of this Agreement, HCBOCC has provided or will provide CINGULAR with a list of radio frequency user(s) and frequencies used on the Premises as of the date of this Agreement. CINGULAR shall at all times operate CINGULAR's Facilities within its FCC licensed bandwidth and comply with all non-interference rules of the FCC. Operation outside of the applicable FCC licensed bandwidth at the Premises shall be deemed improper use for purposes of this Agreement. CINGULAR's Facilities shall not cause interference with any other existing communication facilities on the Tower, including facilities used for providing public safety services, provided such existing users operate within their permitted frequencies and in accordance with all applicable laws and regulations.

(ii) If it is determined by a third party engineer, using reasonable discretion based on standard and accepted engineering practices, that CINGULAR's Facilities are causing interference with the installations of HCBOCC or another existing Tower user (provided they are operating within their permitted frequencies and in accordance with all applicable laws and regulations), CINGULAR shall be responsible for correcting that interference.

(iii) If CINGULAR is responsible for correcting interference, CINGULAR shall, within ten (10) business days of written notification from HCBOCC, commence

such actions, other than ceasing operations, as are necessary to eliminate the interference with Tower users other than HCBOCC, and if the interference impacts HCBOCC's communication systems, CINGULAR shall immediately cease operations until the interference is resolved, except for brief periods of powering up CINGULAR's Facilities for intermittent testing required to resolve the interference issue, which CINGULAR shall perform during off-peak hours reasonably specified by HCBOCC. If CINGULAR cannot eliminate such interference within the ten (10) business-day period, HCBOCC shall require CINGULAR turn off or power down its interfering CINGULAR's Facilities and only power up or use such interfering Facilities during off-peak hours as agreed to by HCBOCC and CINGULAR in order to test whether such interference continues or has been satisfactorily eliminated. If CINGULAR is unable to resolve or eliminate, to the reasonable satisfaction of HCBOCC in accordance with then-applicable FCC standards, such interference within thirty (30) days from the initial notification thereof by HCBOCC, CINGULAR will cease operations of the interfering CINGULAR's Facilities and may terminate this Agreement without any further liability.

(b) Interference with CINGULAR's Facilities.

(i) HCBOCC will not grant, after the effective date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the CINGULAR's Facilities, the operations of CINGULAR or the rights of CINGULAR under this Agreement. HCBOCC will not, nor will HCBOCC permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the CINGULAR's Facilities, the operations of CINGULAR or the rights of CINGULAR under this Agreement. HCBOCC agrees to make all reasonable efforts to prohibit HCBOCC and all other users of the Tower and/or the Premises from causing interference with the operations of CINGULAR. If CINGULAR determines, in its reasonable discretion based on then-applicable standard and accepted engineering practices, that HCBOCC or another Premises user's equipment facilities are causing interference to the installations of CINGULAR, upon CINGULAR's request, HCBOCC, shall within 24 hours cease its operations or notify the user causing the interference to commence such actions as are necessary to eliminate the interference.

(ii) If the interference with CINGULAR's Facilities is not resolved or eliminated, to the reasonable satisfaction of CINGULAR, within thirty (30) days from the initial notification thereof by HCBOCC to the interfering user, CINGULAR may terminate this Agreement without any further liability.

(c) Priority. With the acknowledgment that HBOCC and LBI shall retain priority above all other parties for protection from interference, the Parties acknowledge that priority with regard to protection from interference shall be based on the date on which a party installs its equipment facilities on the Tower. In the event a party modifies, replaces, or upgrades its equipment facilities, the priority given such modifications, replacements, or upgrades shall be based upon the date of installation of such modifications, replacements, or upgrades.

(d) Emissions. CINGULAR shall prior to installation and within thirty (30) days prior to any modifications, provide HCBOCC with non-proprietary specifications of the CINGULAR's Facilities that CINGULAR places on the Tower including the antenna details and permitted spectrum. CINGULAR shall, with respect to CINGULAR's

equipment on the Tower, at all times comply with all applicable laws imposed by the FCC or other federal agency relating to antenna power output ("RF Emissions") and any applicable FCC or other federal agency restrictions for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits. CINGULAR agrees to temporarily reduce power or suspend operation of the CINGULAR's Facilities for up to eight (8) hours per day at times to be reasonably specified by LBI, if necessary and upon reasonable written notice from LBI to prevent exposure of workers to RF radiation in excess of the then-existing federal regulatory standards.

11. Taxes. (a) CINGULAR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Premises which are the directly attributable to CINGULAR's leasehold improvements, including any increase in real estate taxes at the Property which directly attributable to CINGULAR's improvements and/or CINGULAR's use of the Premises. Nothing herein shall require CINGULAR to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon HCBOCC or LBI. In the event HCBOCC receives a notice of assessment with respect to which taxes or assessments are imposed on CINGULAR's leasehold improvements on the Premises, HCBOCC shall provide CINGULAR with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment.

(b) For any tax amount for which CINGULAR is responsible under this Agreement, CINGULAR shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of HCBOCC, LBI, CINGULAR, or all, with respect to the valuation of the Premises. HCBOCC shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by CINGULAR and any refunds or rebates secured as a result of CINGULAR's action shall belong to CINGULAR, to the extent the amounts were originally paid by CINGULAR. In the event CINGULAR notifies HCBOCC by the due date for assessment of CINGULAR's intent to contest the assessment, HCBOCC shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

12. Default; Termination.

(a) The following will be deemed a default by HCBOCC and a breach of this Agreement: (i) HCBOCC's failure to provide access to the Premises as required by this Agreement within twenty-four (24) hours after written notice of such failure; (ii) HCBOCC's failure to cure an interference problem as required this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) HCBOCC's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after written notice from CINGULAR specifying the failure. No such failure, however, will be deemed to exist if HCBOCC has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of HCBOCC. If HCBOCC remains in default beyond any applicable cure period, CINGULAR will have: (i) the right to cure HCBOCC's default and to deduct the costs of such cure from any monies due to HCBOCC from CINGULAR, and (ii) any and all other rights available to it under law and equity.

(b) This Agreement may also be terminated without further liability on thirty (30) days prior written notice by CINGULAR as follows: (i) if CINGULAR is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but

not limited to, a take back of frequencies; (ii) if CINGULAR is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now or hereafter intended by CINGULAR; or (iii) if CINGULAR determines, in its sole discretion, that the cost of or delay in obtaining or retaining the same is commercially unreasonable.

(c) This Agreement may also be terminated by CINGULAR upon sixty (60) days' prior written notice to HCB OCC for any reason or no reason, so long as CINGULAR pays HCB OCC a termination fee equal to three (3) months' License Fee, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by CINGULAR under any termination provision contained in any other Section of this Agreement, including the following: Section 12(a) Default; Termination, Section 12(b) Default; Termination, Section 13 Damage or Destruction of Tower and Premises, Section 14 Condemnation or Section 19 Hazardous Materials.

(d) The following will be deemed a default by CINGULAR and a breach of this Agreement: (i) non-payment of License Fee if such Fee remains unpaid for more than thirty (30) days after written notice from HCB OCC of such failure to pay; (ii) CINGULAR's failure to cure an interference problem as required in Section 10(f); or (iii) CINGULAR's failure to perform any other term or condition under this Agreement within thirty (30) days after written notice from HCB OCC specifying the failure, provided CINGULAR shall have such extended period from non-monetary breach as may be reasonably required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CINGULAR commences the cure within the thirty (30) days period and thereafter continuously and diligently pursues the cure to completions.

(e) If CINGULAR remains in default beyond any applicable cure period, HCB OCC will have the have the option to pursue any one or more of the following remedies without any additional notice of demand:

- (i) terminate this Agreement, in which event CINGULAR shall remove all of its improvements and personal property from the Premises and vacate the Premises in accordance with the terms this Agreement; and/or
- (ii) perform what CINGULAR is obligated to do under this Agreement and has failed to do after the expiration of the applicable cure or grace period. CINGULAR shall reimburse HCB OCC after CINGULAR's receipt of an itemized invoice for any reasonable expense that HCB OCC actually incurs, in effecting compliance with this Agreement on behalf of CINGULAR.

(f) No right or remedy conferred upon either party shall be considered exclusive of any other right or remedy but shall be in addition to every other right or remedy available to the non-defaulting party has under this Agreement or by law. Any right or remedy of the non-defaulting party may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to a party under this Agreement shall not impose any obligation on such party to exercise the right, remedy, option or election.

13. Damage or Destruction of Tower and Premises. HCB OCC will provide notice to CINGULAR of any casualty or other harm affecting the Premises or LBI's Real Property within twenty-four (24) hours of the casualty or other harm. If the Tower is damaged and, in the reasonable opinion of HCB OCC repair of the Tower is not practical or economically feasible to repair or replace the Tower within a reasonable time, then HCB OCC shall have the right to terminate this Agreement upon delivery of thirty (30) days' prior written notice to CINGULAR, without further obligation to CINGULAR. If the Premises are destroyed or damaged so as in the reasonable opinion of LBI, repair or reconstruction of the Premises

is not practical or economically feasible within a reasonable time and LBI terminates the Original Agreement, then HCB OCC shall have the right to terminate this Agreement and upon delivery of thirty (30) days' prior written notice to CINGULAR, without further obligation to CINGULAR. If the Tower, any part of the Premises, or any part of LBI's Real Property are destroyed or damaged, in whole or in part, and in CINGULAR's reasonable judgment that destruction or damage would hinder its effective use of the Premises as an ongoing operation of a wireless communications site or rights under this Agreement, CINGULAR may elect to terminate this Agreement without further liability of CINGULAR as of the date of the damage or destruction by so notifying HCB OCC. In such event of any of the above, all rights and obligations of the parties which do not survive the termination of this Agreement shall cease as of the date of the damage or destruction. HCB OCC agrees to permit CINGULAR to place temporary transmission and reception facilities on the Premises, but only until such time as CINGULAR is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including License Fees.

14. Condemnation. In the event HCB OCC receives notification of any condemnation proceedings affecting the Premises or LBI's Real Property, HCB OCC will provide notice of the proceeding to CINGULAR within twenty-four (24) hours. If a condemning authority takes all of LBI's Real Property, or a portion which in CINGULAR's sole, reasonable opinion is sufficient to render the Premises or LBI's Real Property unsuitable for CINGULAR's ongoing operation of a wireless communications site, then this Agreement shall terminate without further liability of CINGULAR as of the date when title vests in the condemning authority. All condemnation proceeds or awards shall be the sole property of LBI, and HCB OCC and CINGULAR shall have no claim thereto. However, HCB OCC and CINGULAR may maintain a separate action for the value of the Tower and their respective Facilities on the Premises so long as such claims do not reduce LBI's entitlement to full compensation under the law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

15. Insurance. CINGULAR shall maintain the following required insurance: (1) Commercial General Liability, as per form ISO CG 00 01 or equivalent with limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence/per disease, per employee/ per disease, policy limits. The parties agree that neither the provisions of this paragraph, nor the purchase of insurance pursuant to this paragraph, nor including HCB OCC as an additional insured, nor the delivery of any certificate of insurance by HCB OCC shall alter the state's waiver of sovereign immunity or extend HCB OCC's liability beyond the limits established by Section 768.28, Florida Statutes. HCB OCC shall be included additional insured by endorsement with respect to this Agreement. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. All parties shall retain the right to self-insure the above insurance coverages.

16. Assignments or Transfers. This Agreement may not be sold, assigned or transferred by the CINGULAR without written approval of HCB OCC, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, CINGULAR may transfer or assign this Agreement to (i) CINGULAR's principal, affiliates, and subsidiaries of its principal or (ii) to any entity which acquires all or substantially all of CINGULAR's assets in the market defined by the FCC in which the Premises are located by reason of a merger, acquisition or other business reorganization, or (iii) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000), without HCB OCC's consent, provided that CINGULAR gives written notice to HCB OCC of the same within ninety (90) days of such assignment. No change of stock ownership, partnership interest or control of CINGULAR or transfer upon partnership or corporate dissolution of CINGULAR shall constitute an assignment hereunder. Upon HCB OCC's

consent (if required) or upon CINGULAR's notice to HCBOCC of such assignment, CINGULAR will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment

17. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as CINGULAR is not in default under this Agreement beyond any applicable cure or grace period, CINGULAR shall be entitled to quiet enjoyment of the Premises during the Term of this Agreement, and CINGULAR shall not be disturbed in its occupancy and use of the Premises.

(b) This Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument of record which now affects LBI's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, CINGULAR shall execute and deliver promptly any certificate of subordination that LBI may reasonably request (and in a form mutually agreeable to CINGULAR and LBI). If any mortgagee or lender succeeds to LBI's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, CINGULAR shall attorn to and recognize such successor as LBI may be under this Agreement.

(c) HCBOCC represents, warrants and agrees that: (i) HCBOCC controls the Premises by that certain Original Agreement between HCBOCC and LBI, a true and accurate copy of which is attached hereto as **Exhibit 4** along with all amendments thereto; (ii) to the best of HCBOCC's knowledge, neither LBI nor HCBOCC is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Original Agreement; (iii) during the Term, HCBOCC will not terminate, materially modify, amend or assign the Original Agreement in a manner which adversely affects the rights or obligations of CINGULAR without the prior written consent of CINGULAR; (iv) during the Term, CINGULAR shall not be responsible for any cost or expense under the Original Agreement unless expressly set forth in this Agreement with specific reference to the applicable section of the Original Agreement; and (v) HCBOCC shall timely perform and comply with all the terms and conditions of the Original Agreement, and not do anything or permit anything that would result in a default under or cause the Original Agreement to be terminated. Within thirty (30) days after the full execution of this Agreement, HCBOCC agrees to provide CINGULAR a mutually agreeable Consent, Non-Disturbance and Attornment agreement executed by HCBOCC and LBI.

18. Indemnification and Liability.

(a) CINGULAR's Indemnity.

i. CINGULAR hereby agrees to indemnify, hold harmless HCBOCC and their respective elected officials, officers, directors, employees, agents, contractors, and subcontractors from and against any and all injury losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and court costs) arising directly from CINGULAR's use, operation, maintenance or repair of CINGULAR's Facilities at the Premises or CINGULAR's shared use of LBI's easements for access to the Premises, excepting to the extent attributable to the acts or omissions of HCBOCC or LBI, as the case may be; or their respective elected officials, officers, directors, employees, agents, contractors or subcontractors.

ii. The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 18 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the

like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(b) HCBOCC's Liability. HCBOCC shall be responsible for any injury, loss, damage, or liability caused by the negligence of the HCBOCC, its employees, or agents at LBI's Real Property. Notwithstanding the foregoing, HCBOCC does not waive any defenses or immunities, at common law or statutory which it would have, in the absence of this Agreement, including but not limited to sovereign immunity, other immunities or protections afforded by Section 768.28, *Florida Statutes*, workers' compensation immunity or contribution.

(c) Survival of Indemnity Provisions. All indemnity and liability provisions of this Agreement shall survive the cancellation or expiration of this Agreement.

19. Hazardous Materials.

(a) HCBOCC represents and warrants that the Premises is free of Hazardous Material (as hereinafter defined) and that the Premises has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. CINGULAR agrees that it will not use, generate, store or dispose of any Hazardous Material (as hereinafter defined) on, under, about or within the Tower or the Premises in violation of any law or regulation. HCBOCC and CINGULAR agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Premises or in or on LBI's Real Property. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which LBI's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

(b) HCBOCC and CINGULAR agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 19(a).

(c) In the event CINGULAR becomes aware of any Hazard Material on the Premises and/or LBI's Real Property, or any environmental, health or safety condition or matter relating to the Premises or LBI's Real Property, that, in CINGULAR's sole determination, renders the condition of the Premises or LBI's Real Property unsuitable for CINGULAR's use, or if CINGULAR believes that the licensing or continued licensing of the Premises would expose CINGULAR to undue risks of liability to a government agency or other third party, then CINGULAR will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to HCBOCC.

20. Notices and Deliveries. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight delivery service to the address of the respective parties set forth below:

If to HCBOCC:

The Board of County Commissioners of Highlands County Florida

600 South Commerce Avenue
Sebring, Florida 33870
Attn: County Administrator
Telephone: (863) 402-6517
Facsimile: (863) 402-6835

With a mandatory
copy to:

Sherry Sutphen, Esq.
Highlands County Attorney
600 Highlands Ave.
Sebring, Fla. 33870-3869
.

If to CINGULAR:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Brighton (FL)
Fixed Asset #: 10579176
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a mandatory
copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Cell Site Name: Brighton (FL)
Fixed Asset #: 10579176
208 S. Akard Street
Dallas, TX 75202-4206

HCBOCC and/or CINGULAR may from time to time designate any other address for notices or deliveries by thirty (30) days prior written notice to the other party.

21. 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, CINGULAR 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, CINGULAR 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 specifically performing work under this Agreement as well as all newly hired employees. In addition, CINGULAR 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 CINGULAR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and CINGULAR 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 HCBOCC without regard to any notice otherwise required herein. In the event the HCBOCC incurs costs as a result of CINGULAR’s breach of this provision, any and all such costs shall be paid by CINGULAR immediately upon receipt of notice of the same from the HCBOCC. 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>.

22. 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBOCCRECORDS@HIGHLANDSFL.GOV**

(b) In accordance with Florida Statutes, Section 119.0701, CINGULAR agrees to comply with public records laws, specifically to:

(i) Keep and maintain public records required by the HCBOCC to perform the services set forth herein.

(ii) Upon request from the HCBOCC's custodian of public records, provide the HCBOCC with a copy of the requested non-proprietary 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.

(iii) 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 Term and following completion of the Agreement if the CINGULAR does not transfer the records to the HCBOCC.

(iv) Upon completion of the Agreement, transfer, at no cost, to the HCBOCC all non-proprietary public records in possession of the CINGULAR or keep and maintain public records required by the HCBOCC to perform the services set forth herein. If the CINGULAR transfers all such public records to the HCBOCC upon completion of the Agreement, the CINGULAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CINGULAR keeps and maintains such public records upon completion of the Agreement, the CINGULAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HCBOCC, upon request from the HCBOCC's custodian of public records, in a format that is reasonably compatible with the information technology systems of the HCBOCC.

23. Miscellaneous.

(a) **Severability.** If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Agreement have full power and authority, to execute and deliver this Agreement, and that this Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Agreement.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Premises are located, without regard to conflict of law.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.

(f) **Survival.** Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

(g) **Memorandum of License.** No Memorandum of Agreement or other document pertaining to this Agreement shall be recorded in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the parties regarding CINGULAR's sublicense of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Agreement.

(j) **Certification.** CINGULAR, certify by signing this Agreement that no Commissioner or employee of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors, or anything of monetary value from CINGULAR, or parties to subcontracts. CINGULAR and subcontractors shall not pay any gratuities, favors, or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.

(l) Radon Gas. In accordance with Florida Law, the following statement is hereby made: 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 health department.

(m) W-9. As a condition precedent to payment, HCBOCC agrees to provide CINGULAR with a completed IRS Form W-9, or its equivalent, for HCBOCC and LBI upon execution of this Agreement and at such other times as may be reasonably requested by CINGULAR, including any change in HCBOCC's or LBI's name or address.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Agreement is effective as of the date first above written.

HCBGCC:

Highlands County, a political subdivision of the State of Florida

By: _____
 Print Name: Scott A. Kirouac
 Title: Chair
 Date: September 21, 2021

ATTEST:

By: _____
 Print Name: Jerome Kaszubowski
 Title: Clerk
 Date: September 21, 2021

CINGULAR:

New Cingular Wireless, PCS, LLC,
 a Delaware limited liability company

By: AT&T Mobility Corp.
 Its: Manager

By: 
 (Signature)
 Print Name: John F. HEGAN
 Title: Area Manager
 Date: 9/8/2021

EXHIBIT A

DESCRIPTION OF LBI'S REAL PROPERTY

to the Communications Site License Agreement dated _____, 2021 by and between Highlands County, a political subdivision of the State of Florida, as HCBOCC, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as CINGULAR.

LBI's Real Property of which Premises are a part is described as follows:

24439 State Rd. 70 East, Okeechobee, Florida 34974

Assessor's Parcel Number C-35-37-32-030-0010-0010

EXHIBIT B

DESCRIPTION OF PREMISES

to the Communications Site License Agreement dated _____, 2021, by and between Highlands County, a political subdivision of the State of Florida, as HCBOCC, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as CINGULAR.

The Premises consist of those specific areas described/shown below or attached where CINGULAR's communications antennae, equipment and cables occupy LBI's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by CINGULAR at the time of construction to reasonably accommodate sound engineering criteria and the physical features of LBI's Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by LBI or LBI's designated agent and may be modified from time to time when initialed by both LBI and CINGULAR.)

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST
HIGHLANDS COUNTY, FLORIDA
FOR: APX ENGINEERING

EXISTING TOWER LOCATION INFORMATION:

279.8' ±1' SELF-SUPPORT TOWER
ON 0.4' CONCRETE CAISSONS

LATITUDE = 27°13'31.31" N ±20'
LONGITUDE = 81°05'47.41" W ±20'

LATITUDE = 27°13'30.14" N ±20'
LONGITUDE = 81°05'48.17" W ±20'

GROUND ELEVATION AT BASE OF TOWER = 32.2'±3' NAVD'88
GROUND ELEVATION AT BASE OF TOWER = 33.4'±3' NGVD'29

TOP OF TOWER HEIGHT ABOVE GROUND = 280.2'±1'
ELEVATION OF TOP OF TOWER = 312.4'±3' NAVD'88
ELEVATION OF TOP OF TOWER = 313.6'±3' NGVD'29

TOP OF HIGHEST APPURTENANCE HEIGHT ABOVE GROUND = 298.1'±1'
ELEVATION OF TOP OF HIGHEST APPURTENANCE = 330.3'±3' NAVD'88
ELEVATION OF TOP OF HIGHEST APPURTENANCE = 331.5'±3' NGVD'29

SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD'83 ADJUSTMENT, AS EVIDENCED BY THE BEARING OF NORTH 89°28'51" EAST ALONG THE SOUTH LINE OF LOTS 1 THROUGH 9, BLOCK 138, SECTION 3 OF BRIGHTON, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.

3. THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED AUGUST 6, 2018.

4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A AT&T LEASE PARCEL AND ASSOCIATED EASEMENT, AND TO DEPICT THE TYPE AND LOCATION OF THE VISIBLE ABOVE-GROUND TOWER SITE RELATED IMPROVEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.

6. LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN EGPS REAL TIME KINEMATIC GPS SYSTEM INCORPORATING A CHAMPION TKO GPS RECEIVER.

7. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NAVD'88 DATUM.

8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.

9. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

10. PARENT PARCEL ADDRESS:
24393 HIGHWAY 70 WEST,
OKEECHOBEE, FL 34974

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120111 0580 C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR HIGHLANDS COUNTY, FLORIDA, DATED 11/18/2015, THE SUBJECT AREA IS IN FLOOD ZONE "X". "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".



GEOLINE SURVEYING, INC., LB 7082

David G. Short 8/16/2018
DAVID G. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

GEOLINE
SURVEYING, INC.

Professional Land Surveyors
13490 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax: (386)462-9988
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	AUGUST 6, 2018
CHECKED	DAVE SHORT	PROJECT #	352-04
BRIGHTON SITE, HIGHLANDS COUNTY, FLORIDA			
ADDRESS: 24393 HIGHWAY 70 WEST, OKEECHOBEE, FL 34974			
DRAWING# 352-04	SHEET# 1 OF 3		

- LEGEND**
- INDICATES SET 1/2" REBAR WITH (NO IDENTIFICATION)
 - INDICATES CONCRETE MONUMENT FOUND AS NOTED
 - INDICATES IRON PIN FOUND AS NOTED
 - INDICATES WOOD UTILITY POLE
 - INDICATES OVERHEAD POWER LINE
 - INDICATES 6' TALL CHAINLINK FENCE
 - INDICATES METAL GUARD RAIL
 - (P) INDICATES INFORMATION PER RECORDED PLAT
 - (D) INDICATES RECORD DESCRIPTION DATA
 - ▨ INDICATES ASPHALT
 - ▩ INDICATES CONCRETE

PARENT PARCEL
LYKES BROS. INC.
OFFICIAL RECORD BOOK 1185, PAGE 1827
TAX PARCEL NUMBER: C-35-37-32-030-0010-0010

BLOCK 126

LYKES ROAD
(100' WIDE RIGHT-OF-WAY)
27.2± WIDE ASPHALT ROAD

BLOCK 131

BLOCK 138

BLOCK 130

SECTION 3 OF BRIGHTON SUBDIVISION
PLAT BOOK 2 PAGE 44

BLOCK 129

NW 1ST STREET
VACATED RIGHT-OF-WAY

NW 2ND STREET
VACATED RIGHT-OF-WAY

NW FIRST AVENUE
VACATED RIGHT-OF-WAY

COUNTY ROAD NO. 271
(100' WIDE RIGHT-OF-WAY)
23.1± WIDE ASPHALT ROAD

NORTHWEST CORNER OF LOT 1, BLOCK 138
FOUND 1/2" IRON PIPE (NO IDENTIFICATION)

SOUTHEAST CORNER OF LOT 9, BLOCK 138
FOUND 1/2" IRON PIPE (NO IDENTIFICATION)

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF LOT 1, BLOCK 138
FOUND 1/2" IRON PIPE (NO IDENTIFICATION)

CURVE INFORMATION
RADIUS = 35.00'
CENTRAL ANGLE = 86°20'08"
ARC LENGTH = 52.74'
CHORD = S 06°47'50" W
47.89'

CURVE INFORMATION
RADIUS = 35.00'
CENTRAL ANGLE = 96°02'31"
ARC LENGTH = 58.67'
CHORD = S 14°47'03" E
52.04'

GENERATOR ON
CONCRETE PAD
ONE STORY
CONCRETE BLOCK
BUILDING

ELECTRIC
VAULT

TELEPHONE
VAULT

POINT OF BEGINNING:
AT&T LEASE PARCEL

POINT OF CURVATURE

POINT OF TANGENCY

POINT "A"
S 62°48'19" E, 51.13'

S 62°48'19" E, 74.68'

N 77°41'18" W

S 33°14'12" W
124.00'

S 40°55'21" W
115.49'

S 49°57'55" W
40.93'

S 00°20'32" E, 127.18'

N 89°28'51" E

N 38°50'54" E

N 67°02'22" E

N 77°41'18" W

S 62°48'19" E, 74.68'

S 62°48'19" E, 51.13'

S 33°14'12" W
124.00'

S 40°55'21" W
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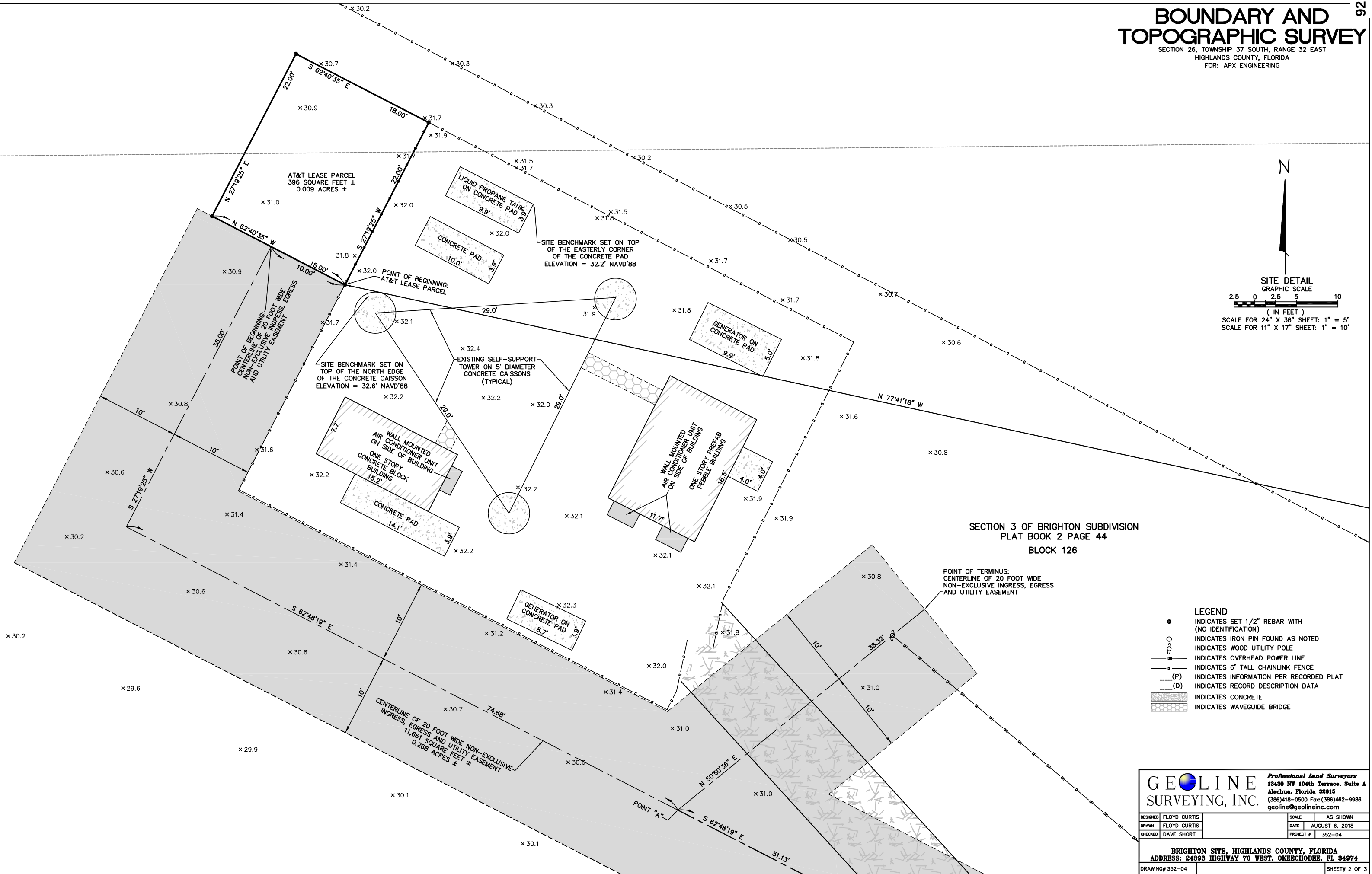
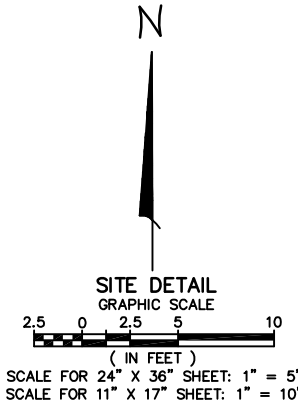
N 67°02'22" E

N 77°41'18" W

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST
HIGHLANDS COUNTY, FLORIDA
FOR: APX ENGINEERING

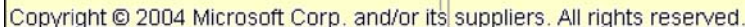
92



SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST



VICINITY MA



LOCATION MAP

PROPERTY DESCRIPTIONS

PARENT PARCEL

SEC 3 BRIGHTON SUB, PB 2-PG 144, ALL OF SEC 3 BRIGHTON SUB PER
PLAT BK 2-PG 144 + PLAT BK 3 PG 38- LESS THE FOLLOWING LOTS +
BLKS: LOTS 1-8 * PORT LOT 29 BLK 131-LOTS 1-5 + PORTS LOTS 6
THRU 13 BLK 138 254.10 ACRES.

AT&T LEASE PARCEL

THAT PART OF BLOCK 126, SECTION 3 OF BRIGHTON, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST, SAID HIGHLANDS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 138, SECTION 3 OF BRIGHTON, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 89°28'51" EAST ALONG THE SOUTH LINE OF SAID BLOCK 138 FOR 239.66 FEET TO AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE SOUTHEAST CORNER OF LOT 9, SAID BLOCK 138; THENCE NORTH 38°30'54" EAST FOR 634.85 FEET TO A NAIL AND DISK STAMPED "3380" AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST, HIGHLANDS COUNTY, FLORIDA, SAID POINT BEING NORTH 67°02'22" EAST, A DISTANCE OF 357.63 FEET FROM AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE NORTHEAST CORNER OF LOT 9, BLOCK 131, SAID SECTION 3 OF BRIGHTON; THENCE NORTH 77°41'18" WEST FOR 609.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°40'35" WEST FOR 18.00 FEET; THENCE NORTH 27°19'25" EAST FOR 22.00 FEET; THENCE SOUTH 62°40'35" EAST FOR 18.00 FEET; THENCE SOUTH 27°19'25" WEST FOR 22.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 396 SQUARE FEET (0.009 ACRES), MORE OR LESS.
20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF BLOCK 126 AND BLOCK 130, AND ADJOINING VACATED RIGHT-OF-WAYS, SECTION 3 OF BRIGHTON, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST OF SAID HIGHLANDS COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 138, SECTION 3 OF BRIGHTON, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 144 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 89°28'51" EAST ALONG THE SOUTH LINE OF SAID BLOCK 138 FOR 239.66 FEET TO AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE SOUTHEAST CORNER OF LOT 9, SAID BLOCK 138; THENCE NORTH 38°30'54" EAST FOR 634.85 FEET TO A NAIL AND DISK STAMPED "3380" AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 32 EAST, HIGHLANDS COUNTY, FLORIDA; SAID POINT BEING NORTH 67°02'22" EAST, A DISTANCE OF 357.63 FEET FROM AN 1/2" IRON PIPE (NO IDENTIFICATION) AT THE NORTHEAST CORNER OF LOT 9, BLOCK 131, SAID SECTION 3 OF BRIGHTON; THENCE NORTH 77°41'18" WEST FOR 609.83 FEET TO THE SOUTHERLY CORNER OF AN 18 FOOT BY 22 FOOT A1&T PARCEL; THENCE NORTH 62°40'35" WEST ALONG THE SOUTHWESTERLY LINE OF SAID A1&T PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 27°19'25" WEST FOR 38.00 FEET; THENCE SOUTH 62°48'19" EAST FOR 74.68 FEET TO POINT "A"; THENCE NORTH 50°50'36" EAST FOR 38.32 FEET TO A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 62°48'19" EAST FOR 51.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 96°02'31", AND A CHORD OF 52.04 FEET THAT BEARS SOUTH 14°47'03" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 58.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33°14'12" WEST FOR 124.00 FEET; THENCE SOUTH 40°55'21" WEST FOR 115.49 FEET; THENCE SOUTH 49°57'55" WEST FOR 40.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 86°20'08", AND A CHORD OF 47.89 FEET THAT BEARS SOUTH 06°47'50" WEST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 86.27 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LYNES ROAD (100 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 11.661 SQUARE FEET (0.268 ACRES), MORE OR LESS.

G E  L I N E
SURVEYING, INC

Exhibit 4
Original Agreement and all amendments

FIRST AMENDMENT TO
TOWER DONATION AND LICENSE AGREEMENT

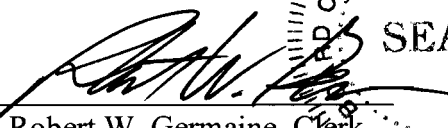
This First Amendment to Tower Donation and License Agreement ("First Amendment") is made by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 and the Highlands County Board of County Commissioners, a political subdivision of the State of Florida with a mailing address at P.O. Box 1926, Sebring, Florida 33871.

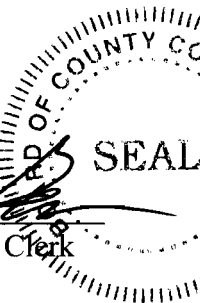
The parties, intending to be legally bound, amend paragraph 3 of the Tower Donation and License Agreement between the parties dated August 2nd, 2005, to read as follows:

3. **Term and Termination.** The term of this License Agreement shall be ten (10) years commencing upon August 2, 2015, and terminating on August 1, 2025, unless otherwise terminated as provided herein or extended by agreement of the parties. Either party may terminate this License Agreement at any time by giving the other party one hundred and eighty (180) days written notice of its intent to terminate this License Agreement. In the event that either party fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured within fifteen (15) days of the giving of written notice by the non-breaching party, then the non-breaching party shall have the right to terminate this License Agreement immediately.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this First Amendment is effective as of the date of execution by the last party to sign.

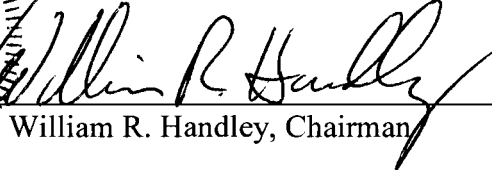
Attest:


Robert W. Germaine, Clerk



**Highlands County Board of County Commissioners,
Florida**, a political subdivision of the State of Florida

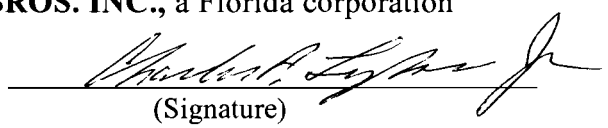
By:


William R. Handley, Chairman

Date: July 21, 2015

LYKES BROS. INC., a Florida corporation

By:


(Signature)

Print Name: Charles P. Lykas, Jr.

Title: CEO

Date: 6/25/2015

ADDENDUM TO TOWER DONATION AND LICENSE AGREEMENT

This Addendum references that certain Tower Donation and License Agreement (hereinafter referred to as "Contract") dated 2 August 2005, by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 (hereinafter referred to as "LBI") and the Highlands County Board of County Commissioners, a governmental agency with a mailing address at P.O. Box 1926, Sebring, Florida 33871 (hereinafter referred to as "HCB OCC").

WHEREAS, LBI and HCB OCC entered into that certain Tower Donation and License Agreement dated 2 August 2005.

WHEREAS, HCB OCC now desires to replace and construct facilities on the Premises described in the Contract (hereinafter referred to as "Premises").

WHEREAS, LBI agrees to grant HCB OCC a temporary easement to aid in the replacement and construction facilities on the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Contract as outlined below.

1. **VALIDITY.** This Addendum shall be incorporated as if included in the original text of the Contract.
2. **CONTRACT CONTROLS.** Unless expressly amended in this Addendum, the terms of the Contract control the terms of this Addendum.
3. **NO OTHER CHANGES.** No other terms or conditions of the Contract shall be negated or changed as a result of this Addendum.
4. **ACCESS.** LBI grants to HCB OCC, its authorized engineers or persons under its direct supervision, a non-exclusive right and temporary easement (hereinafter referred to as "Temporary Easement") over, upon and through the access easement area described in Exhibit "C", attached hereto and made a part hereof, for pedestrian and vehicular ingress and egress to and from the Premises for the purpose of replacing and constructing facilities on the Premises.



5. **TEMPORARY EASEMENT TERM.** The term of the Temporary Easement shall be sixty (60) days commencing upon the 19th day of February, 2013, and terminating on the 19th day of April, 2013, unless otherwise terminated as provided in the Contract.

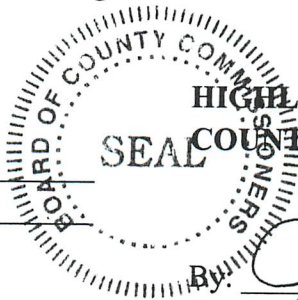
6. **BASE STABILIZATION.** HCBOCC may, at its sole expense, place base stabilization material on the surface of the Temporary Easement to facilitate vehicular traffic. Such material may be left in place or removed from the surface of the Temporary Easement at the termination of the Temporary Easement term in the sole discretion of LBI.

7. **FENCING.** HCBOCC, at its sole expense, must enclose the Temporary Easement with a fence sufficient to prevent livestock from entering the Temporary Easement or exiting pastures adjoining the Temporary Easement. LBI's judgment as to the sufficiency of the enclosure shall be final. LBI may require and demand maintenance and repairs to the enclosure and HCBOCC shall promptly perform such maintenance and repairs.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed as of this 19th day of February 2013.

WITNESS:

Pamela Nava
Print Name: Pamela Nava



HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Jack F. Richie
Jack Richie, Chairman

ST
Print Name: Sara Turnbull

[SEAL]

WITNESS:

John M. Tallent
Print Name: JOHN M. TALLENT

LYKES BROS. INC.

By: Joe Collins
Joe E. Collins, Vice President

Lorraine Hogue
Print Name: Lorraine Hogue



CERTIFIED
TO BE A TRUE COPY
BY Pamela Nava D.C.
3/26/13

EXHIBIT "C"

Proposed New Self Supporting 300' Tower

Stabalized Lay Down Pad

Existing Tower Perimeter Fence

Approximate Location of Temporary Access Road

Equipment access turn in range

Board Fence

SR 70

CR 721

N.T.S.

TOWER DONATION AND LICENSE AGREEMENT

2005-11-11

Tower Donation and License Agreement ("Agreement") dated the 2nd day of August, 2005, between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 ("LBI") and the Highlands County Board of County Commissioners, a governmental agency with a principal place of business at P.O. Box 1926, Sebring, Florida 33871 ("HCB OCC").

WHEREAS, LBI is the owner of a certain communications tower located at the intersection of State Road 70 and County Road 721 in Brighton, Florida, Federal Communications Commission Registration Number 1038372 (the "Tower"), situated on real property owned by LBI located in Section 26, Township 37 South, Range 32 East, Highlands County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, LBI now desires to donate the Tower to HCB OCC and to license the use of the Premises to HCB OCC in exchange for LBI's right to the continued use of LBI's radio communications system now existing or hereinafter installed on the Tower; and

WHEREAS, HCB OCC wishes to accept the donation of the Tower and to enter into this Agreement governing the use of the Premises, HCB OCC and LBI's use of the Tower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Donation.** LBI hereby donates to HCB OCC the Tower, including without limitation, the foundation, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures, excluding therefrom only those items of communications equipment (i) necessary for LBI's continued use of its radio communications facilities as if LBI was a lessee of antenna space on the Tower or (ii) not otherwise owned by LBI.

2. **Use of Premises.** HCB OCC shall be permitted to use the Premises solely for the operation and maintenance of communications equipment. HCB OCC shall not be permitted to use the Premises for any other purpose except by prior written permission of the LBI. HCB OCC shall not construct any new facilities on the Premises without first obtaining the prior written consent of LBI.

3. **Term and Termination.** The term of this License Agreement shall be ten (10) years commencing upon Aug 2, 2005 and terminating on Aug 1, 2015, unless otherwise terminated as provided herein. Either party may terminate this License Agreement at any time by giving the other party one hundred and eighty (180) days written notice of its intent to terminate this License Agreement. In the event that either party fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured

within fifteen (15) days of the giving of written notice by the non-breaching party, then the non-breaching party shall have the right to terminate this License Agreement immediately.

4. **Facilities.** HCBOCC has the right to operate and maintain on the Premises radio communication facilities, including without limitation, an antenna tower or pole, foundation, utility lines, solar power equipment, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and other supporting equipment and structures ("HCBOCC's Facilities"). LBI has the right to operate and maintain on the Premises communications equipment, whether now existing or hereinafter installed, including without limitation, radio transmitting and receiving antennas and supporting equipment ("LBI Facilities", together with HCBOCC's Facilities, the "Communications Facilities"). Title to each of HCBOCC's Facilities and LBI's Facilities shall remain with each of them respectively, and the facilities shall remain their respective personal properties and shall not be considered fixtures.

5. **Access.** LBI shall provide HCBOCC with access to the Premises for the purpose of maintenance and repair, such right to be limited to authorized engineers of HCBOCC or persons under HCBOCC's direct supervision. HCBOCC shall provide LBI with access to the Tower for the purpose of maintenance and repair of LBI's Facilities, such right to be limited to authorized engineers of LBI or persons under LBI's direct supervision. LBI grants to HCBOCC, its authorized engineers or persons under its direct supervision, a non-exclusive right and easement over, upon, and through the access easement area described in Exhibit "B" attached hereto and made a part hereof for pedestrian and vehicular ingress and egress to and from the Premises for the purpose set forth in this Agreement.

6. **Maintenance.** HCBOCC shall be solely responsible for the maintenance of the Tower, HCBOCC's Facilities, tower lights, fencing around the Premises and for all other maintenance and monitoring necessary to maintain an operable radio communications facility. LBI shall be responsible for the maintenance of LBI's Facilities and the access roadway from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times under normal weather conditions. Each of HCBOCC and LBI shall maintain the Premises and their respective facilities according to good engineering practices and in compliance with applicable federal and state laws and regulations to maximize performance and minimize interruption and downtime. All construction and maintenance activities performed by HCBOCC or LBI, or their respective employees, agents, subcontractors or invitees shall be performed in accordance with all applicable laws, rules or regulations, including without limitation those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

7. **Utilities.** HCBOCC shall obtain electricity and other utility services from any utility company that will service the Premises. HCBOCC shall pay for the electricity and all other utilities consumed in the operation of the Communications Facilities at the rate charged by the servicing utility company.

8. **Interference; Subletting.** HCBOCC and LBI shall operate their respective facilities in a manner that will not cause interference to each other. Any interference shall be

deemed to be a material breach by the party causing such interference, and if the interference does not cease within thirty (30) days of written notice being given to the party causing such interference, then the other party may terminate this Agreement immediately. All operations by each of HCBOCC and LBI shall be in compliance with FCC requirements and all other applicable governmental agency requirements. Neither party shall have the right to lease or license the Tower, the Premises or any space on the Tower to any other person or entity..

9. **Quiet Enjoyment.** LBI warrants that it is the owner of the Premises and covenants and agrees with HCBOCC that upon HCBOCC observing and performing all the terms, covenants and conditions of this Agreement that HCBOCC may peacefully and quietly enjoy the Premises.

10. **Insurance.** HCBOCC, at HCBOCC's sole cost and expense, shall procure and maintain on the Premises, the Tower and on HCBOCC's Facilities, bodily injury and property damage insurance with a combined single limit of One Million (\$1,000,000.00) Dollars per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of HCBOCC, its employees and agents arising out of or in connection with HCBOCC's use of the Premises, the Tower and HCBOCC's Facilities. LBI, at LBI's sole cost and expense, shall procure and maintain on the Premises and on LBI's Facilities, bodily injury and property damage insurance with a combined single limit of One Million (\$1,000,000.00) Dollars per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of LBI, its employees and agents arising out of or in connection with the LBI's ownership or use of the Premises, the Tower and LBI's Facilities. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the full execution of this Agreement. The parties agree that neither the provisions of this paragraph, nor the purchase of insurance pursuant to this paragraph, nor naming LBI as an additional insured on HCBOCC's insurance policy, nor the delivery of a certificate of insurance by HCBOCC to LBI shall alter the state's waiver of sovereign immunity or extend HCBOCC's liability beyond the limits established by Section 768.28, Florida Statutes.

11. **Destruction.** If the Premises or the Tower are destroyed or damaged to such extent that they are rendered unusable then either party may elect to terminate this Agreement upon thirty (30) days written notice to the other party. In such event, all rights and obligations of the parties shall cease upon the later of the date of termination or the removal of the Tower.

12. **Condemnation.** If the Premises, or a portion sufficient to render the Premises reasonably unsuitable for the uses herein, is taken by condemnation, then this Agreement shall terminate and be of no further force and effect as of the date title vests with the condemning authority. All condemnation proceeds or awards shall be the sole property of LBI, and HCBOCC shall have no claim thereto. However, HCBOCC may maintain a separate action for the value of the Tower and HCBOCC's Facilities. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat, or probability of the exercise of such power, shall be treated for the purposes of this section as a taking by condemnation.

13. **Taxes.** If personal property taxes are assessed, HCBOCC shall pay any portion of such taxes attributable to the Tower and HCBOCC's Facilities. LBI shall pay tangible personal property taxes on its facilities located upon the Premises. HCBOCC shall pay to LBI as a License Fee an amount equal to the real property tax paid by LBI on the Tower and Premises. Said payment shall be due when the respective tax payment is due.

14. **Removal of Equipment.** Upon the expiration or termination of this Agreement for any other reason other than a default by one of the parties, HCBOCC will, at its own expense, remove the Tower, HCBOCC's Facilities and LBI's Facilities from the Premises without damage to the Premises, and HCBOCC will return LBI's Facilities to LBI. In the event the Premises or LBI's Facilities are damaged during the removal of the Tower, HCBOCC's Facilities and LBI's Facilities, HCBOCC agrees to reimburse LBI for such damages subject to the limitations of Section 768.28, *Florida Statutes*. In the event that this Agreement is terminated as a result of a default by either party, then the defaulting party shall be responsible, at its own expense, for the removal of the Tower and each of HCBOCC's Facilities and LBI's Facilities and the return of such items to the respective owner. Further, the defaulting party shall be responsible for any damages to the Tower, HCBOCC's Facilities, LBI Facilities and the Premises.

15. **Indemnification.** Subject to and without waiving the limitations of Section 768.28, Florida Statutes, HCBOCC and LBI shall indemnify and hold each other harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the acts or omissions of each of their respective employees, agents, licensees, invitees, or contractors in any way relating to this Agreement.

16. **Assignment.** Either party may assign this Agreement upon the prior written consent of the other party.

17. **Notices.** Any and all notices required to be given under this Agreement shall be sent by Certified Mail, return receipt requested, postage prepaid, or by reliable confirmed overnight courier at the following addresses:

LBI: LYKES BROS. INC.
c/o Charles P. Lykes, Jr., Executive Vice President
106 SW CR 721
Okeechobee, Florida 34974

With a copy to: LYKES BROS. INC.
c/o Elizabeth A. Waters, General Counsel
400 N. Tampa Street
Tampa, Florida 33602

HCBOCC: Highlands County Board of County Commissioners
P.O. Box 1926
Sebring, Florida 33871

18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their representatives, successors and assigns.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. No amendment or other modification of this Agreement shall be valid or binding on either party hereto unless reduced to writing and executed by the authorized representatives of all parties.

20. **Controlling Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida.

21. **Non-Waiver.** The failure of any party to exercise any right or option given to it by or to insist upon strict adherence to the terms of this Agreement, shall not constitute a waiver of any terms or conditions contained herein with respect to any other or subsequent breach.

22. **Savings Clause.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first day and year written above.

WITNESS:

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

Jodi L. Giguere
Print Name: Jodi L. Giguere

Gloria D. Rybinski
Print Name: GLORIA RYBINSKI

By: [Signature]
Name: Andrew B. Jackson
Title: Chairman



WITNESS:

LYKES BROS. INC.

John M. Tallent
Print Name: JOHN M. TALLENT

Lorraine M. Hogue
Print Name: Lorraine M. Hogue

By: [Signature]
Name: Charles P. Lykes, Jr.
Title: Executive Vice President

EXHIBIT "A"

A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 32 EAST IN HIGHLANDS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 0° 17' 00" EAST, 227.27 FEET ALONG EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26 AND THE CENTERLINE OF COUNTY ROAD 721 AND IT'S EXTENSION; THENCE SOUTH 54° 23' 00" WEST, 371.20 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 70 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 54° 23' 00" WEST, 417.66 FEET ALONG SAID NORTHERLY RIGHT -OF- W A YLINE; THENCE NORTH 0° 27' 35" WEST, 423.24 FEET, THENCE SOUTH 62°18'16" EAST, 387.29 FEET TO THE POINT OF BEGINNING.

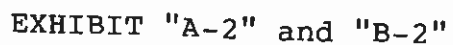
CONTAINING 1.7597 ACRES MORE OR LESS.

EXHIBIT "B"

A PORTION OF SECTION 35, TOWNSHIP 37 SOUTH, RANGE 32 EAST IN HIGHLANDS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 35, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH $0^{\circ} 17' 00''$ EAST, 227.27 FEET ALONG EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 35 AND THE CENTERLINE OF COUNTY ROAD 721 AND IT'S EXTENSION; THENCE SOUTH $54^{\circ} 23' 00''$ WEST, 788.86 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 70 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $54^{\circ} 23' 00''$ WEST, 73.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH $35^{\circ} 37' 00''$ WEST, 50.00 FEET; THENCE NORTH $54^{\circ} 23' 00''$ EAST, 108.60 FEET; THENCE SOUTH $0^{\circ} 27' 35''$ EAST, 61.16 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.1044 ACRES MORE OR LESS.

A PORTION OF

THE REVISED PLAT OF SEC. 3 OF BRIGHTON IS SHOWN AS A REFERENCE ONLY. THE BLOCKS AND STREETS HAVE BEEN VACATED, EXCEPT FOR S.R. 70 AND C.R. 721.



THIS IS NOT A SURVEY
PREPARED BY HIGHLANDS COUNTY
ENGINEERING DEPT.
7-20-05

THIRD AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT

THIS THIRD AMENDMENT (hereinafter referred to as "Third Amendment dated and effective this 27th day of APRIL, 2018 (the "**Effective Date**") to that certain Tower Donation and License Agreement, dated 2 August 2005, as amended, by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 North Tampa Street, Tampa, Florida 33602 (hereinafter referred to as "**LBI**"); Highlands County, a political subdivision of the State of Florida, with a mailing address of Post Office Box 1926, Sebring, Florida 33871 (hereinafter referred to as "**HCB OCC**"); and Florida Power & Light Company, a Florida corporation with a mailing address of 700 Universe Boulevard, Juno Beach, Florida 33408 (hereinafter referred to as "**FPL**").

WHEREAS, LBI and HCB OCC entered into that certain Tower Donation and License Agreement, dated 2 August 2005 (the "**Original Agreement**").

WHEREAS, LBI and HCB OCC entered into that certain Addendum to Tower Donation and License Agreement, dated 19 February 2013, (the "**Addendum**") providing for the replacement and construction of facilities on the Premises described in the Agreement.

WHEREAS, LBI and HCB OCC entered into that certain First Amendment to Tower Donation and License Agreement, dated 21 July 2015 (the "**First Amendment**") extending the term through 1 August 2025 (the Original Agreement, the Addendum, and the First Amendment being collectively referred to herein as the "**Agreement**").

WHEREAS, LBI and HCB OCC desire to enter into this third modification to be called the Third Amendment to the Tower Donation and License Agreement to hereby grant the following licenses to FPL: (1) a license for the purpose of building, operating and maintaining ground facilities to support FPL's communication facilities on the Tower located on the Premises; and (2) a license for the use of space to place FPL's communication facilities on the Tower located on the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Agreement as outlined below.

1. **VALIDITY.** This Third Amendment shall be incorporated as if included in the original text of the Agreement. The Parties are bound by the Agreement, as amended by the Addendum, First Amendment and this Third Amendment. The above recitals are incorporated herein by this reference.

2. **AGREEMENT CONTROLS.** The terms of the Agreement control, unless expressly amended in the Addendum, the First Amendment or this Third Amendment.

3. **FP&L LICENSES.** LBI grants to FP&L a license to use the real property

Page 1 | 6

Third Amendment to Tower Donation and License Agreement

designated as "**FPL Land**" as shown on the map attached hereto as **Exhibit A** for the purpose of building, operating and maintaining ground facilities to support its communication facilities on the Premises. HCB OCC grants to FP&L a license to use space on the tower on the Premises for the installation, repair, maintenance and operation of radio communication equipment (the "**FPL Tower Equipment**"). LBI and HCB OCC consent to the forgoing licenses each granted by the other to FP&L (collectively referred to as the "**FP&L licenses**"). The FPL Land and the FPL Tower Equipment are both situated on the Premises and are collectively referred to as the "**FPL Facilities**".

4. **PAYMENT.** For and in consideration of the FPL licenses, FPL shall pay to LBI the sum of \$1,800.00 per month (the "**FPL Fee**") beginning on the first day of the month following the effective date of this Third Amendment and an equal sum on the first day of each month thereafter through the term of this Third Amendment. Within thirty (30) days of the execution of this Third Amendment, FPL shall pay the pro-rated FPL Fee to LBI for the part of the month during which this Third Amendment becomes effective.

5. **FPL USE OF PREMISES.** FPL shall be permitted to use the Premises and the Tower solely for the operation and maintenance of the FPL Facilities, and shall not be permitted to use the Premises for any other purpose except by prior written permission of LBI. FPL shall not construct any new facilities on the Premises or the Tower without first obtaining the prior written consent of LBI and HCB OCC, which consent shall not be unreasonably withheld. FPL has the right to operate and maintain on the Premises the FPL Facilities, including without limitation, an antenna or pole, foundation, utility lines, solar power equipment, air-conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and other supporting equipment and structures; and to operate and maintain on the Tower, including without limitation, an antenna, or pole, solar power equipment, electronic equipment, radio transmitting and receiving antennas and other supporting equipment.

6. **FPL ACCESS.** Subject to the existing and reserved rights and uses held and maintained by LBI and the rights and uses granted to HCB OCC, LBI shall provide FPL with access to the Premises for the purpose of installing, maintaining, removing and repairing the FPL Facilities, such right to be limited to authorized engineers of FPL or persons under FPL's direct supervision.

7. **MAINTENANCE.** FPL shall be solely responsible for the maintenance of FPL's Facilities, and for all other maintenance and monitoring necessary to maintain and operate the FPL Facilities. FPL shall maintain the FPL Facilities according to good engineering practices and in compliance with applicable federal and state laws and regulations. All construction and maintenance activities performed by FPL, or their respective employees, agents, subcontractors or invitees shall be performed in accordance with all applicable laws, rules or regulations, including without limitation those of the Federal Communications Commission ("**FCC**") and the Federal Aviation Administration ("**FAA**").

8. **INTERFERENCE; DAMAGE; SUBLICENSE.** FPL shall operate its facilities in a manner that will not cause interference with or damage to any LBI or HCB OCC facilities. Any damage or interference caused by FPL shall be deemed to be a material breach of the terms of

this Agreement, and if the damage or interference is not repaired or does not cease within thirty (30) days of written notice being given to FPL, or within such longer period as may be agreed upon by FPL, LBI and HCB OCC in the event that the interference cannot be cured within thirty (30) days, then LBI and HCB OCC may terminate the FPL Licenses immediately. All operations by FPL shall be in compliance with FCC requirements and all other applicable governmental agency requirements. FPL shall not have the right to lease or license the Tower, the Premises or any space on the Tower to any other person or entity. The parties acknowledge and agree that the Tower is used for 911 purposes, and FPL agrees that it will discontinue its competing use of the Tower if such use impedes 911 communications, and further agrees that in the event of such interference, FPL will work with the HCB OCC team to identify and eliminate any such FPL interference up to and including elimination of the equipment causing the interference.

9. **INSURANCE.** Prior to entering upon the Premises, FPL shall provide LBI and HCB OCC with a letter of self-insurance from FPL's Risk Management Department.

10. **FPL INDEMNITY TO HCB OCC.** FPL hereby agrees to indemnify and hold HCB OCC and HCB OCC's elected officials, officers, directors, and employees, harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) relating to personal injuries (including personal injuries or death) arising from or in connection with FPL's use, operation, maintenance or repair of FPL's Facilities at the Premises or access over LBI's Real Property or FPL's shared use of HCB OCC's easements for access to the Premises, to the extent arising from the negligence or willful misconduct of FPL, its employees, agents, contractors or subcontractors, except those resulting from the negligence or willful misconduct of HCB OCC or HCB OCC's elected officials, officers, directors, employees, agents, contractors or subcontractors.

11. **HCB OCC'S INDEMNITY.** Subject to the limitations of Section 768.28, Florida Statutes, HCB OCC agrees to indemnify and hold FPL harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) relating to personal injuries (including personal injuries or death) or property damage arising from or in connection with HCB OCC's use, operations, maintenance of LBI's Real Property or, as a result of the performance of this Lease Agreement. The indemnification by FPL is limited to the sum of \$100,000 to any one person or entity, and \$200,000 per occurrence, inclusive of all attorneys' fees, costs or other expenses, and HCB OCC's own liability for said claim, as set forth in Section 768.28, Florida Statutes. HCB OCC does not waive any defenses or immunities, at common law or statutory which it would have, in the absence of this Lease Agreement, including but not limited to sovereign immunity, other immunities or protections afforded by Section 768.28, Florida Statutes, workers' compensation immunity or contribution.

12. **DESTRUCTION.** In the event that the Premises or the Tower thereon are destroyed or damaged, HCB OCC may, at its sole expense and option, replace and reconstruct the Tower and the communications facilities of HCB OCC on the Premises. Similarly, FPL may, at its sole expense and option, replace and reconstruct its communications facilities on the Premises. In addition, during the reconstruction or repair of the Tower, FPL may install, at a temporary location on or near the Premises (as mutually agreed upon by LBI and FPL), a cell- on -wheels so that FPL may continue to operate the FPL Facilities. If the Premises or the Tower thereon are destroyed or

damaged to such extent that they are rendered unusable, then FPL may elect to terminate this Third Amendment upon thirty (30) days' written notice to LBI and HBCOCC. In such event, all rights and obligations of the parties shall cease upon FPL's removal of all of the FPL Facilities. For the avoidance of doubt, this Third Amendment shall remain in full force and effect until the FPL Facilities are removed, even if the Premises are destroyed.

13. **TERMINATION AND TERM.** The FPL Licenses terminate on the termination date of the Agreement, unless otherwise terminated as provided herein. FPL may terminate the FPL Licenses at any time by giving LBI and HBCOCC one hundred and eighty (180) days' prior written notice of its intent to terminate the FPL Licenses. In the event that FPL fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured within thirty (30) days following receipt of written notice of default from LBI and HBCOCC, or if more than thirty (30) days are required to cure the default, if FPL has not, in the opinion of LBI and HBCOCC, commenced and is diligently pursuing the cure within such thirty (30) day period, then LBI and HBCOCC shall have the right to terminate this Third Amendment immediately.

14. **DAMAGE TO LYKES' PROPERTY.** FPL shall ensure that FPL and contractors, agents and employees follow good utility practice in exercising its rights under this Agreement, including care of equipment, Tower procedures and FPL's operations on Lykes' property so as to avoid damage to Lykes' property. FPL shall restore, or replace as appropriate, any damage to the Lykes real property, including trees, livestock, wildlife, fences, gates, roads, ditches, culverts, or other improvements (and also specifically including the Tower and Lykes equipment on the Tower) to the extent such damage on Lykes' property caused by FPL, FPL's contractors, agents and employees, or FPL's equipment on the Tower.

15. **FPL INDEMNITY TO LYKES.** FPL acknowledges that climbing and performing work on the Tower is an inherently dangerous activity. FPL agrees that FPL and its employees, contractors, subcontractors and agents will undertake Tower climbing and work activities at their own, sole risk, and FPL hereby indemnifies and holds Lykes, its employees, officers, shareholders, directors and affiliates (collectively, the "**Lykes Entities**") harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs at the trial and appellate level, and for administrative proceedings) relating to personal injuries (including death) or property damage arising from or in connection with FPL's exercise of rights under this Agreement. FPL shall inspect the Tower before any of its employees, contractors or agents work on, around or under the Tower. FPL further releases, indemnifies, and holds the Lykes Entities harmless from any investigation, claim, penalty, civil penalty or prosecution arising from FPL's violation of any applicable State or Federal law, rule, regulation, permit or order.

16. **SURVIVAL OF INDEMNITY PROVISIONS.** The indemnity provisions of this Agreement shall survive the cancellation or expiration of this Agreement for claims arising during the term of this Agreement.

[Remainder of page intentionally blank; Signature pages follow]

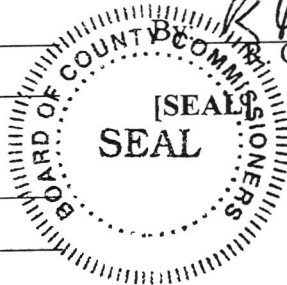
IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed as of the date first set forth above.

WITNESS:

HIGHLANDS COUNTY, a political
Subdivision of the State of Florida
By Its Board of County Commissioners

Pamela Gomez
Print Name: Pamela Gomez

MBuner
Print Name: Maria Brenes



Greg Harris
Greg Harris, Chairman

6/5/2018

WITNESS:

LYKES BROS. INC.

Brighan Mason
Print Name: Brighan Mason

Laura D. Cummings
Print Name: Laura D. Cummings

By:

Joe E. Collins
Joe E. Collins, Senior Vice President

WITNESS:

FLORIDA POWER & LIGHT
COMPANY, a Florida corporation
Approved by:

TIM LEWIS
Print Name: TIM LEWIS

MICHAEL GOMEZ
Print Name: MICHAEL GOMEZ

By:

Ashish Gupta
Ashish Gupta, VP & CIO
Information Management

Date

Title:

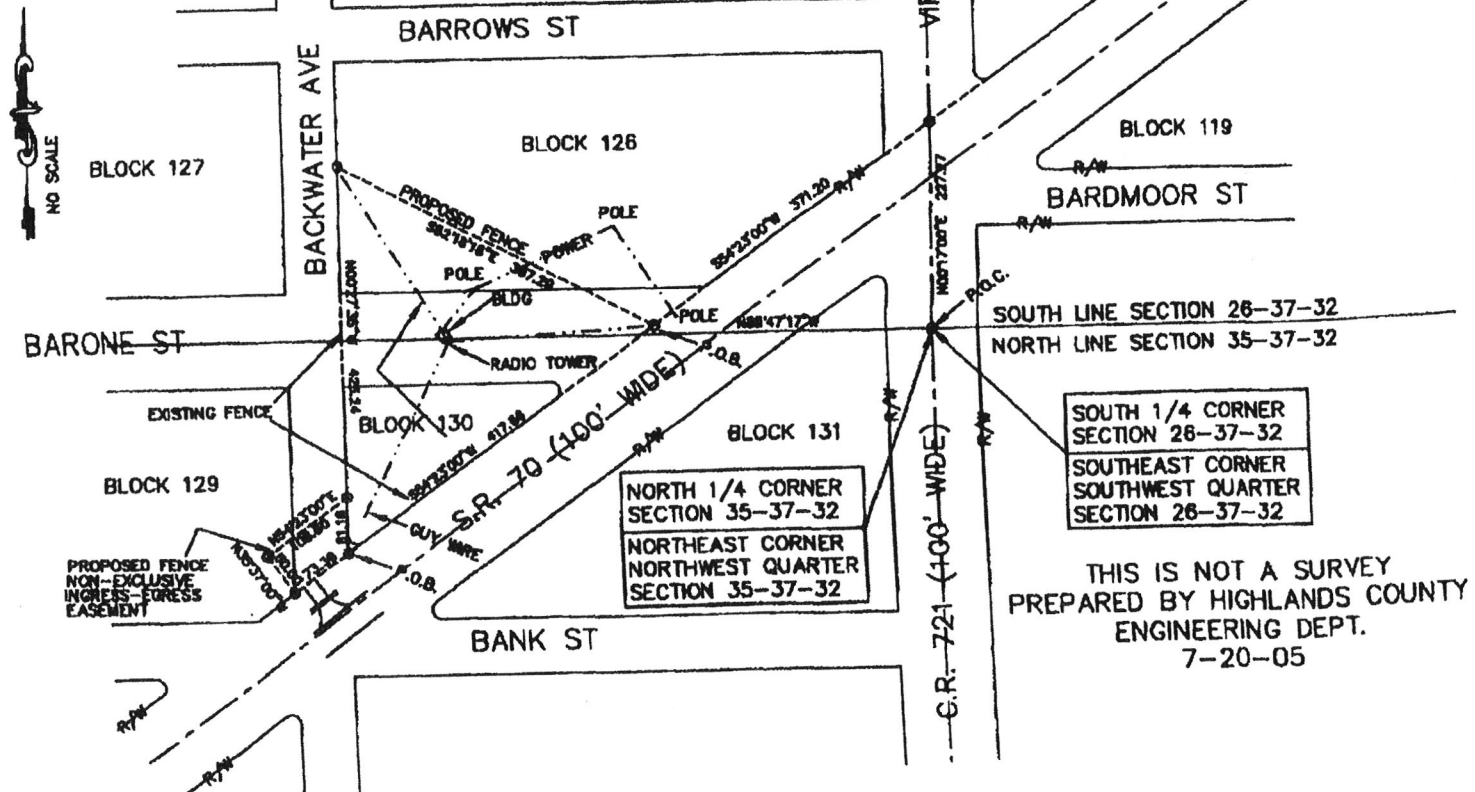
4/27/18

EXHIBIT A

SKETCH OF DESCRIPTION

A PORTION OF
SEC. 26 AND 35, TWP 37 S. RGE 32 E.
HIGHLANDS COUNTY, FLORIDA

THE REVISED PLAT OF SEC. 3 OF BRIGHTON IS SHOWN AS A
REFERENCE ONLY. THE BLOCKS AND STREETS HAVE BEEN VACATED,
EXCEPT FOR S.R. 70 AND C.R. 721.



FOURTH AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT (the "Fourth Amendment") dated and effective this 3rd day of August, 2021 (the "Effective Date") hereby amends that certain Tower Donation and License Agreement, dated August 2, 2005, by and between Lykes Bros. Inc., a Florida corporation ("LBI") and Highlands County, a political subdivision of the State of Florida ("HCOCC").

RECITALS

WHEREAS LBI and HCOCC entered into that certain Tower Donation and License Agreement, dated August 2, 2005 (the "Original Agreement") pursuant to which LBI donated an existing telecommunications tower (the "Original Tower") to HCOCC and granted HCOCC a license to use certain lands owned by LBI where the Original Tower was located (the "Premises");

WHEREAS LBI and HCOCC entered into that certain Addendum to Tower Donation and License Agreement, dated February 19, 2013 (the "Addendum") granting HCOCC a temporary easement for the purpose of replacing and constructing additional facilities within the Premises, including a replacement to the Original Tower;

WHEREAS LBI and HCOCC entered into that certain First Amendment to Tower Donation and License Agreement, dated July 21, 2015 (the "First Amendment") extending the term of the Original Agreement through August 1, 2025;

WHEREAS LBI, HCOCC and Florida Power & Light Company ("FPL") entered into that certain Third Amendment to Tower Donation and License Agreement, dated April 27, 2018 (the "Third Amendment" and together with the Addendum, First Amendment and Original Agreement, the "Agreement")¹ wherein FPL was granted a license to build, operate and maintain communication facilities on the tower and within the Premises;

WHEREAS, LBI and HCOCC now wish to amend the Agreement to: (i) convert the Agreement from a License to a lease; (ii) add a twenty (20) foot wide non-exclusive access easement in favor of HCOCC and its sublessee running from the public right of way to the Premises; (iii) acknowledge that the Original Tower was replaced by HCOCC and the new tower is owned by HCOCC (which new tower shall hereinafter be referred to as the "Tower"); (iv) extend the term of the Agreement; and (v) authorize HCOCC to License the Tower and the Premises to New Cingular Wireless PCS, LLC ("AT&T") pursuant to the terms and conditions of this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Agreement:

¹ The actual first amendment to the Original Agreement was inadvertently titled an Addendum and the actual second amendment to the Original Agreement was inadvertently titled a First Amendment.

1. **RECITALS:** The recitals set forth above are true and accurate and hereby incorporated into this Amendment by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **USE OF PREMISES; GRANT OF LEASE AND EASEMENT; SUBLEASE:**

a. LBI hereby clarifies and reaffirms its donation of the Original Tower to HCBOCC and acknowledges that HCBOCC is the owner of the Tower.

b. The Parties hereby convert the license granted by LBI under the Agreement into a lease. As of the Effective Date, HCBOCC shall be deemed to maintain a lease to the Premises for the remaining term of the Agreement. All references to a license in the Agreement shall hereinafter refer to a lease.

c. LBI hereby grants to HCBOCC a non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over LBI's property to and from the Premises for the purpose of installation, operation, and maintenance of HCBOCC's communications equipment and Tower over or along a twenty (20) foot wide right-of-way ("**Easement**"), as hereby depicted on Exhibit "A" of this Amendment. HCBOCC may use the Easement for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber and other similar support services. HCBOCC shall have the right to grant use of the Easement to affiliates and licensees of HCBOCC under the Agreement and this Amendment, provided that all such parties' use of the Easement shall be under the direct supervision of HCBOCC.

d. LBI hereby authorizes HCBOCC to license a portion of the Premises to AT&T pursuant to a license agreement to be approved and agreed by LBI and HCBOCC (the "**AT&T License**"). All license fees, monies and proceeds paid to HCBOCC for use of the Premises and Tower during the term of the AT&T Sublease shall be split equally between LBI and HCBOCC. AT&T shall directly pay HCBOCC and LBI the equal split of the License Fee monthly. All amendments to the License shall be subject to LBI's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, but may be conditioned upon approval of any increase in the license fees charged to AT&T under the AT&T Sublease.

e. HCBOCC may not grant any future licensees or other use rights within the Premises or the Tower without the prior written consent of LBI, which consent shall not be unreasonably withheld, conditioned, or delayed. HCBOCC and LBI shall be required to equally split all rents, fees, monies, and other proceeds paid by any future sublessee, sublicensee or other user of the Premises and Tower.

3. **TERM AND TERMINATION.** The term of the Agreement is hereby modified and extended such that the current term will expire on the fifth (5th) anniversary of the commencement date of the AT&T Sublicense. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless HCBOCC terminates it at the end of the then current term by giving LBI written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The last two (2) sentences of Paragraph 3 of the Original Agreement, as amended by the First Amendment, are hereby deleted in their entirety.

4. **DEFAULT.** In the event that LBI or HCBOCC fails or refuses to perform any of its obligations set forth in this Agreement (an "event of default") and such event of default is not cured within thirty (30) days of the giving of written notice by the non-breaching party, then the non-breaching party shall, in addition to all other rights and remedies available at law and in equity, have the right to terminate this Agreement. The breaching party shall be liable for all expenses, including reasonable attorneys' fees and costs, reasonably incurred by non-breaching party in connection with any action to enforce the terms of this Agreement, or in connection with any action for the recovery of the Premises.

5. **FPL USE OF PREMISES.** FPL's rights to use the Tower and Premises pursuant to the Third Amendment shall continue during the term of the Agreement, as extended herein. However, notwithstanding anything contained in the Agreement to the contrary, commencing on August 1, 2025, and continuing each annual anniversary of such date thereafter, the FPL Fee payable to LBI shall increase by three percent (3%) of the FPL Fee payable during the immediately preceding year.

6. **ENVIRONMENTAL.** HCBOCC shall not, in a manner which violates applicable Environmental Laws, bring upon the Premises or possess thereon or make or produce or discharge thereon any hazardous or toxic materials, wastes or substances (collectively, "**Hazardous Substances**") as such terms are defined in the Resource Conservation and Recovery Act (RCRA) (PL94-590, 90 Stat. 2796, 1976) and amendments thereto, the Clean Water Act of 1972 (33 USC §1321(f)) and subsequent amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (PL-510, 94 Stat. 27,67, 1980) and subsequent amendments thereto, the rules and regulations of the United States Environmental Protection Agency promulgated thereunder, Chapter 403 Florida Statutes, and the rules and regulations of the Florida Department of Environmental Regulation and other applicable environmental laws (collectively, "**Environmental Laws**"); and shall not, in a manner which violates applicable Environmental Laws, bring upon or leave upon the Premises any containers, receptacles or the like containing any such wastes, substances, or materials. If any materials, wastes, or substances left on the Premises by the HCBOCC should at any time be classified or determined by a governmental authority as substances required to be removed from the Premises or disposed of at a qualified hazardous waste or disposal site, HCBOCC shall be obligated at HCBOCC's expense to remove and dispose of the same in a regulatory approved manner. Notwithstanding the foregoing prohibitions, should HCBOCC while occupying or carrying on any operations or activities upon the Premises cause the deposit on the Premises or any other areas, any such wastes, substances or materials which pursuant to the foregoing laws, statutes, rules or regulations or orders of any governmental entity or agency, the owner of the Premises might have obligation to clean-up or participate in the clean-up from any such deposit area, HCBOCC shall assume all such obligations of LBI thereunder. HCBOCC hereby agrees to indemnify and save harmless LBI from any damages, expenses or liability resulting from any violation of the provisions of this Paragraph by HCBOCC or its successors, sublessee, sublicensees and assigns. HCBOCC's obligations under this Paragraph, including HCBOCC's indemnification obligations and HCBOCC's obligation to remove and dispose of in an approved manner any such materials, substances or wastes brought upon or left upon the Premises and HCBOCC's obligations to assume LBI's obligations or liabilities for clean-up as aforesaid shall be continuous and shall survive the expiration or termination of this Agreement.

7. **TAXES.** As of the Effective Date, Section 13 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"As consideration for HCBOCC's lease of the Premises, during the term of the Agreement, HCBOCC shall reimburse LBI an amount equal to the ad valorem taxes and special assessments associated with that portion of the real property on which the Premises is located. LBI shall invoice HCBOCC for any taxes and assessments required under this Agreement and shall include with such invoice copies of the tax bills, (and any calculations based thereon), and HCBOCC shall pay such invoice pursuant to the Prompt Payment Statue, Fla. Stat. §218.70.

Any property taxes or assessments for which HCBOCC may be hereunder liable and which are imposed for any period of time that either commences prior to or ends after the term of the Agreement Term shall be prorated between LBI and HCBOCC on a per diem basis. During the term of the Agreement, HCBOCC shall also pay all tangible personal property taxes associated with the Premises and all improvements contained therein. Notwithstanding anything contained herein to the contrary, for purposes of enforcing an event of default by HCBOCC, all amounts due and owing to LBI by HCBOCC under this Agreement shall be considered 'rent' pursuant to Chapter 83, Florida Statutes."

8. **VENUE; WAIVER OF JURY TRIAL.** Venue for any legal action(s) shall be in Highlands County, Florida for State Court, or in the United States District Court for the Southern District of Florida for Federal Court. IN ANY ACTION OR PROCEEDING ARISING HEREFROM AND IN THE INTEREST OF SAVING TIME AND EXPENSE, LBI AND HCBOCC HEREBY CONSENT TO TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT, HCBOCC'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LBI COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF RENT, HCBOCC SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

9. **MISCELLANEOUS.** LBI, HCBOCC and FPL each warrants to the other that the person executing this Amendment on behalf of the warranting party has the full right, power, and authority to enter into, and execute this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment. Except as amended herein, all of the other terms, agreements and provisions of the Agreement are hereby ratified and confirmed by LBI and HCBOCC and FPL. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. HCBOCC and FPL each affirm that no breach or default by LBI has occurred, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default under the Agreement by LBI and that it currently

has no claims or offsets thereunder. The Agreement, as amended herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed as of the date first set forth above.

WITNESSES:

[Signature]
Name: Jill Ann Shields

[Signature]
Name: Mana Brenes

Reviewed and Approved by County Attorney:

[Signature]
Name: Sherry G. Sutphen

ATTEST:

By: [Signature]
Print Name: Jerome Kaszubowski

Title: Clerk

Date: August 03, 2021

WITNESSES:

[Signature]
Name: Borham Mason

[Signature]
Name: Laura D. Cummings

HCBOCC:

HIGHLANDS COUNTY, a political
Subdivision of the State of Florida
By Its Board of County
Commissioners

By: [Signature]
Name: Scott A. Kirouac

Title: Chairman

[SEAL]



LBI:

LYKES BROS. INC.,
a Florida corporation

By: [Signature]
Name: Joe Collins

Title: Senior Vice President

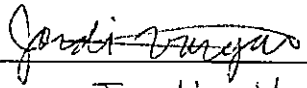
JOINDER AND CONSENT

Florida Power and Light Company ("FPL") hereby joins in and consent to this Fourth Amendment.

WITNESSES:

Victoria Blanco Digitally signed by Victoria Blanco
DN: cn=Victoria Blanco, o=Florida Power & Light
Company, ou=CO - Information Technology,
email=Victoria.Blanco@FPL.COM, c=US
Date: 2013.07.13 16:00:13 -0400

Name: _____


Name: Jordi Vargas

FPL:

**FLORIDA POWER & LIGHT
COMPANY,**
a Florida corporation

By: Ashish Gupta 

Name: Ashish Gupta

Title: VP & Chief Information Officer

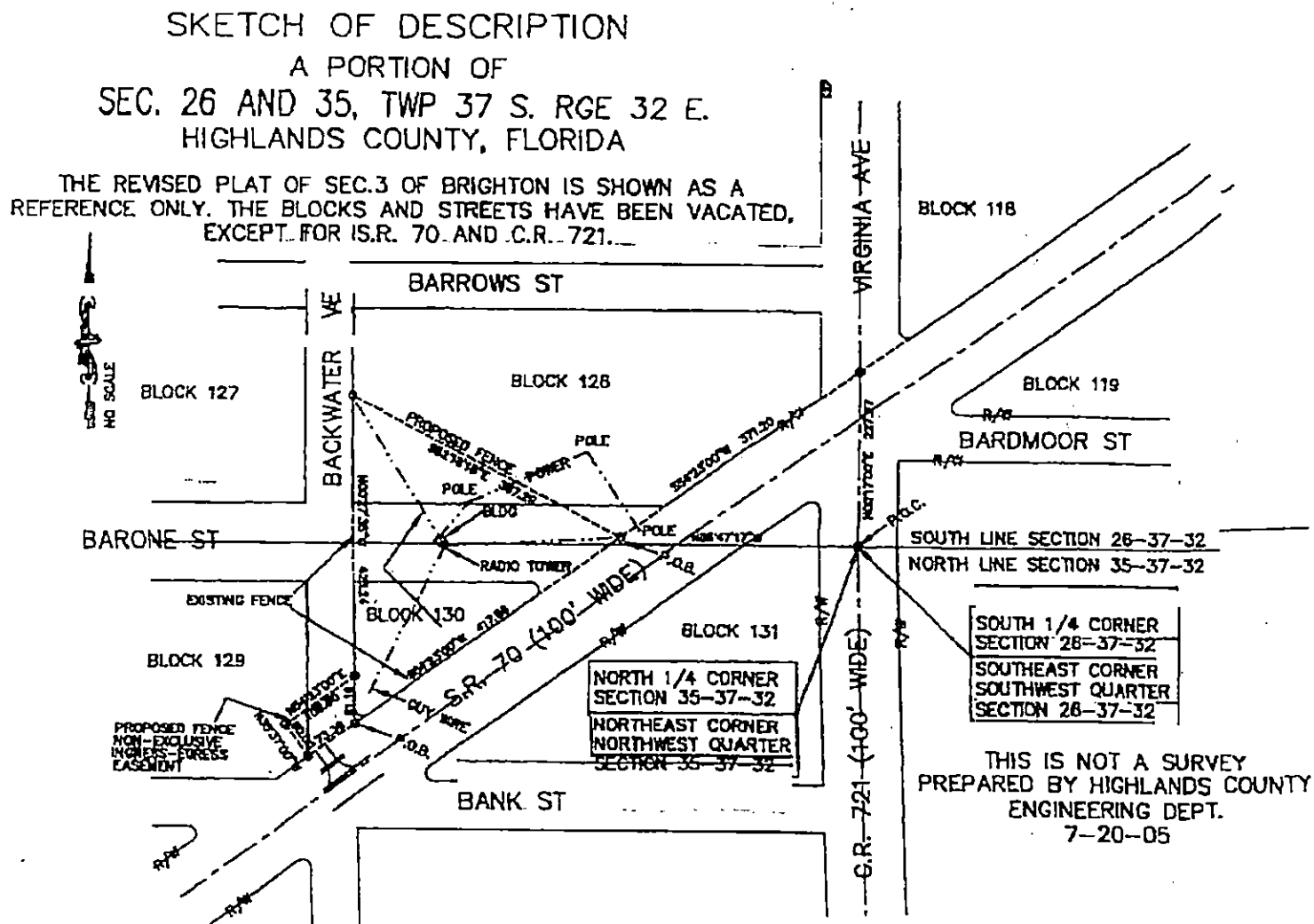


Exhibit 5
Structural Modification cost

		507 Airport Blvd Suite 111 Morrisville, NC 27560	
Name of Contractor:	Mastec Network Solutions	Date Quoted:	2/23/2021
Telephone Number:	9196507105	Site Number/Name:	Brighton
Email Address:	lee.taylor@mastec.com	Attention:	
Authorized Signature	<i>Lee Taylor</i>		

Category	Description	UOM	Quantity	Unit Price	Total Bid Price
					\$23,750.00
Labor Only	Crane & Rigging Installation Labor	Each			\$0.00
Labor Only	Tower Erection Installation Labor	Each			\$0.00
Labor Only	Tower Reinforcement Installation Labor	Each	1	\$12,500.00	\$12,500.00
Labor Only	Tower Base Plate Reinforcement Labor	Each			\$0.00
Labor Only	Tower Anchor Rod Reinforcement Labor	Each			\$0.00
Labor Only	Tower Foundation Reinforcement Labor	Each			\$0.00
Labor Only	Tower Guy Wire Replacement Labor	Each			\$0.00
Materials Only	Crane & Rigging (Materials / Rentals)	Each			\$0.00
Materials Only	Tower Erection Materials	Each			\$0.00
Materials Only	Tower Reinforcement Materials	Each	1	\$7,250.00	\$7,250.00
Materials Only	Tower Base Plate Reinforcement Materials	Each			\$0.00
Materials Only	Tower Anchor Rod Reinforcement Materials	Each			\$0.00
Materials Only	Tower Foundation Reinforcement Materials	Each			\$0.00
Materials Only	Tower Guy Wire Replacement Materials	Each			\$0.00
Engineering Services	Rigging Plan	Each			\$0.00
Engineering Services	Post Mod Inspection Report	Each			\$0.00
Engineering Services	CWI/NDE	Each			\$0.00
Engineering Services	Pre-Mod Mapping	Each			\$0.00
Other	Permits / Application Fees	Each			\$0.00
Other	Close-out Package	Each	1	\$1,500.00	\$1,500.00
Other	Mobilization Costs- Modification	Each	1	\$2,500.00	\$2,500.00
Other	Tower and Coax Painting	Each			\$0.00
					Total Bid Price
					\$23,750.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request approval of the Board of County Commissioner's regular board meetings and Special Improvement District's meeting schedule for 2022.

STATEMENT OF ISSUE

For the past several years, The Board of County Commissioners of Highlands County, Florida has adopted a meeting schedule for the purpose of taking Board action on the first and third Tuesday of each month at 9:00 a.m. At the end of those meetings, the Board will convene and meet as the governing body or Board of Supervisors of the Special Benefit Districts.

RECOMMENDED ACTION

Move approval of the Board of County Commissioner's regular board meetings and Special Improvement District's meeting schedule of meeting on the first and third Tuesday of every month at 9:00 a.m., in 2022.

FISCAL IMPACT

No fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 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 during the year 2022, less the observances of the Rosh Hashanah and Yom Kippur holidays.

STATEMENT OF ISSUE

The Tenth Judicial Circuit has provided the list of holidays they will be observing in 2022. Since 2012, the Board of County Commissioners has opted to adopt the same schedule with slight modifications.

RECOMMENDED ACTION

Move approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2022, less the observances of the Rosh Hashanah and Yom Kippur holidays.

FISCAL IMPACT

No fiscal impact

Attachments: [Holidays-Court Schedule- 2022.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)

August 2, 2021

MEMORANDUM

TO: Judicial Employees, Tenth Judicial Circuit

FROM: Ellen S. Masters, Chief Judge 

HOLIDAYS FOR 2022

The following holidays will be observed by the State Courts System in the Tenth Circuit during the year 2022:

New Year's Day (Observed)	Friday, December 31, 2021
Martin Luther King Day	Monday, January 17, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Rosh Hashanah	Monday, September 26, 2022
Yom Kippur	Wednesday, October 5, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Friday after Thanksgiving	Friday, November 25, 2022
Friday before Christmas	Friday, December 23, 2022
Christmas Day (Observed)	Monday, December 26, 2022
New Year's Day (Observed)	Monday, January 2, 2023

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: September 21, 2021

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-138 for 2nd quarter
reemployment charges

STATEMENT OF ISSUE

The Unemployment Compensation charges for the Board of County Commissioners for the 2nd quarter of FY 20/21 are \$1,848.52. The Cost Centers listed on the attached budget amendment have unemployment claims being charged against them that currently do not have funds available as Board departments do not budget for unemployment charges unless there were anticipated reductions to staff as part of the FY 20/21 Adopted Budget. Budget Amendment 20-21-138 will transfer funds from the Central Services (Insurance account) in the General Fund and the Regular Salaries & Wages account for the Transportation Trust and Solid Waste funds to the affected departments' Unemployment Compensation account to pay for the 2nd quarter's unemployment claims for FY 20/21.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-138 for the 2nd quarter unemployment claims for FY 20/21.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring \$1,084.03 from cost center 2111 (Central Services) to cost center 5103 (Ambulance Service) and cost center 2700 (County Planning/Development) in the amounts of \$259.03 and \$825.00, respectively. In addition, there is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget as this budget amendment is realigning \$134.40 in cost center 4102 (Road & Bridge Services) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation). Also, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning \$630.09 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).

Attachments: [20-21-138 Reemployment Tax - 2nd Q.pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 9/13/2021

SUBMITTED BY: OMB

FUND(S): 005, 110, 401 FUND TITLE(S): General, Transportation Trust, Solid Waste COST CENTER(S) #: 2111, 5105, 2700, 4210, 4102,

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Central Svcs, EMS, County Planning/Dev, Refuse Disposal System, R&B Services
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2111	54500	Insurance		1,007,817.45		1,084.03	1,006,733.42
E	005	5105	52500	Unemployment Compensation		951.22	259.03		1,210.25
E	005	2700	52500	Unemployment Compensation		0.00	825.00		825.00
E	401	4210	51200	Regular Salaries & Wages		882,323.00		630.09	881,692.91
E	401	4210	52500	Unemployment Compensation		2,088.00	630.09		2,718.09
E	110	4102	51200	Regular Salaries & Wages		2,246,110.68		134.40	2,245,976.28
E	110	4102	52500	Unemployment Compensation		2,642.32	134.40		2,776.72

REASON: To adjust the budget for unemployment claims for the 2nd Quarter of FY 20/21.

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # 20-21-138

TRANSFER TYPE:

ACTION:
Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

XX ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-140 and Resolution to make adjustments to the encumbrances rolled forward from FY 19/20 into FY 20/21

STATEMENT OF ISSUE

On October 21, 2020, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 19/20 into FY 20/21. This budget amendment is merely revising said roll for two (2) Projects that have not since been otherwise adjusted due to expenses being reclassified back to the prior FY after the fact.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-140 and associated resolution to rollover encumbrances from FY 19/20 into FY 20/21.

FISCAL IMPACT

The fiscal impact will be a decrease to Fund 005 (General Fund), Project 17023 (Jack Creek Watershed Mgmt) and Project 17042 (Lk June-in-Winter Watershed Protection) in the amounts of \$3,253.00 and \$3,937.44, respectively, totaling a decrease of \$7,190.44.

Attachments: [20-21-140 Proj Encumbrance Reclass Adjustments \(BA\).pdf](#)
[20-21-140R Proj Encumbrances Reclass Adjustments \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 9/13/2021

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 6303

PROJECT(S) #: 17023 / 17042 PROJECT TITLE(S): Jack Creek Watershed Mngmnt Plan/ Lk June-in-Winter Watershed Protection COST CENTER TITLE(S): Natural Resoucrs
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999110Z	Project Encumb Forward	17023	3,414.75		3,253.00	161.75
E	005	6303	53400Z	Project Contractual Services	17023	59,391.75		3,253.00	56,138.75
R	005		3999110Z	Project Encumb Forward	17042	7,910.55		3,937.44	3,973.11
E	005	6303	53100Z	Project Professional Services	17042	7,910.55		3,937.44	3,973.11
									0.00
									0.00

REASON: To make adjustments to the encumbrances rolled forward from FY 20 into current FY21 due to the reclass of expenditures back to the prior FY.

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # 20-21-140

TRANSFER TYPE:

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

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 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, it is necessary make adjustments to the encumbrances rolled forward from FY 19/20 into the current FY 20/21 due to the reclass of some expenses back to the prior FY in the amounts \$3,253.00 and \$3,937.44, respectively, for Projects 17023 and 17042, totaling \$7,190.44.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-140 is hereby approved and authorized.

**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA**

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the July 13, 2021 Workshop of the Board to consider the FY 21-22 Budget.

RECOMMENDED ACTION

Move approval of the minutes from the July 13, 2021 Workshop of the Board to consider the FY 21-22 Budget.

Attachments: [071321WORKSHOP.pdf](#)

SPECIAL MEETING OF THE BOARD, JULY 13, 2021

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

Commissioner Scott A. Kirouac
Commissioner Kevin J. Roberts
Commissioner Chris Campbell

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

Also, present: Randy Vosburg, County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This meeting was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. **See Proof of Publication file.**

2. INVOCATION:

The meeting opened with a prayer led by Pastor Dave Lawson, PhD, with the Community Bible Church.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Carol West, Assistant County Veteran Services Officer, US Air Force (Ret), First Sergeant.

4. PUBLIC COMMENT

No participants.

5. WORKSHOP

Workshop to discuss the proposed Capital Financial Strategy for FY 21/22.

Randy Vosburg, County Administrator, gave a brief update on the community meetings that they've had, and expressed his gratitude towards the budget staff and the work they continue to do.

A. Workshop to consider the proposed FY 21/22 Recommended Budget for the Board Departments.

David Nitz, OMB Manager, presented the proposed FY 21/22 Recommended Budget for the Board Departments and addressed concerns raised by the Commission. **See SMB 143 Page 34.**

- Constitutional Officers Increase 8.10%

Commissioner Roberts questioned if efforts were being made to bring this increase down. Mr. Vosburg stated yes and anticipates being able to bring the budget down amongst the Constitutionals.

- General Fund Distribution (3% estimate)

Commissioner Tuck stated that she would like for the department head or Constitutional Officers that have an increase over 3% to come before the Board and explain why they need the additional funds. Mr. Vosburg stated that with FRS and health insurance increases alone, budgets will go up more than 3%, and that staff tries to look at departments as a whole and balance within the department. Commissioner Tuck stated that she would still prefer they come and explain increases to the Board.

- **General Fund Millage Needed to Cover Increase**

Commissioner Campbell stated he is not in favor of increasing the millage rates and requested the Board provide a consensus so that staff may sharpen their pencils a bit more before the July 20th meeting. Commissioner Tuck stated she is in favor of reducing the millage rate and that the public should know that they are working to keep the millage from increasing. Mr. Vosburg stated that he'd like to discuss this concept and after the presentation, will take the Board's desired direction.

Mr. Nitz continued with the presentation of the recommended budget and when presenting the millage, Mr. Nitz stated that staff has no intention of raising the millage and that they have not done so in a number of years. He stated that this slide of the presentation shows the number of mills it would cost to cover that increase from the current year to the next, and their goal is to not go over 8.55 mills, which is what they will most likely be certifying next week during their budget meetings.

Mr. Vosburg stated that knowing the Board's intention of not increasing the millage, he will guide where the dollars need to come from, but that they have brought over a pretty lean budget from the Board departments to this point. Commissioner Campbell commented that the Board departments did a great job to come in at 1.88%. Commissioner Roberts questioned that if they need to look for additional revenue, would it need to come from the Constitutional Officers. Mr. Vosburg stated that is correct. Chairman Kirouac questioned for clarity if the 8.10% is an average increase of all the Constitutionals. Mr. Nitz stated that was correct.

- **Board General Fund – Mandatory Components: HCRA**

In regards to the Health Care Responsibility Act (HCRA), Mr. Vosburg stated that staff would like to reduce this expenditure down by approximately \$300,000 recognizing that if for some reason their obligation came in at 100%, reserves or fund balance would be used.

- **General Fund Position Requests – 5105 New FF/Paramedics (12 @ 56%)**

Mr. Vosburg stated that these positions would not be funded unless the county is granted the SAFER (Staffing for Adequate Fire & Emergency Response) Grant, or unless the Board directs otherwise. In regards to the grant, Mr. Vosburg stated that the application is still pending and if approved, the grant would be for three years, with the Board deciding to fund those positions afterwards or making a reduction in force.

B. Workshop to consider the proposed Capital Financial Strategy for FY 21/22.

David Nitz, OMB Manager, presented the proposed Capital Financial Strategy (CFS) for FY 21/22 and addressed concerns raised by the Commission. **See SMB 143 Page 35.**

After the presentations Mr. Nitz provided the dates of the upcoming budget meetings that will be held at the Highlands County Board of County Commissioners Boardroom, 600 S. Commerce Ave., Sebring, FL:

- July 20, 2021 at 9:00 a.m. – Adoption of Millage Rate, Constitutional Officers and Outside Agency Workshop
- September 9, 2021 at 5:30 p.m. – 1st Budget Public Hearing
- September 21, 2021 at 5:30 p.m. – 2nd Budget Public Hearing

In regards to the budget schedule, Mr. Vosburg informed the Commission that the next version of the budget, originally set for distribution on July 27, 2021, will now be distributed after August 1, 2021 in order to factor in the Tax Collector's budget.

In regards to budgets whose increase was over 3%, Mr. Vosburg mentioned that some of them have a quick explanation, for instance, moving one position to another cost center, and if the Board would like, they can explore further on those cost centers.

6. WORKSHOP

Mr. Vosburg questioned if the Board wished to provide further information or direction to staff.

Commissioner Rapp questioned how the ARPA (American Rescue Plan Act) may affect the budget. Mr. Vosburg stated that it will affect the budget in a positive way, and they would apply that revenue towards the fund balance.

Regarding the General Fund Position Requests, Mr. Vosburg addressed the following:

- **2672 – Building Maintenance Specialist (\$132,081)**

This position has been left in the recommended budget.

- **3439 – Standard Enforcement Official (\$104,950)**

Mr. Vosburg stated that staff has decided to hold off on an additional Code Enforcement position.

- **6102 – Recreational District: Park Maintenance Tech/Grnds (\$190,515)**

Mr. Vosburg stated this position will be left as pending in case they need to revisit in the future, and it is staff's recommendation to not fund it at the moment.

- **5105 – Firefighter/Paramedic Dual Cert (\$39,548)**

Mr. Vosburg stated that this request is recommended to be placed in the budget and requested direction from Board. Chairman Kirouac said that he would like to see this in the budget or at least a good portion because it is important to dual certify those that are willing to, and believes it would give them more resources in our Fire Rescue and can provide better service to the public.

- **5105 – New FF/Paramedics (12 @ 56%) (\$620,693)**

As previously mentioned, Mr. Vosburg stated that as of right now they are not budgeting this position but hope they will receive the SAFER (Staffing for Adequate Fire and Emergency Response) Grant.

In regards to the millage, Chairman Kirouac stated that he shares and believes the thought process of the other Commissioners that they do not have an appetite for a millage increase, but also has concerns with decreasing the millage and possibly having problems staffing the Fire Rescue Department properly.

Mr. Vosburg stated that staff will proceed with the CFS plan (Capital Financial Strategy) as discussed today with 5% reduction, and if additional revenue is received, they will cover that. Also, regarding the tax relief, Mr. Vosburg stated that staff is currently operating under is the concept of building the fund balance to three and half months and then looking at a tax decrease, and requested the Board provide staff with direction should they choose to go a different route.

7. ADJOURN:

Chairman Kirouac thanked everyone for being present and adjourned the meeting at 11:09 a.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Sandra S. Vázquez, Planner I

SUBJECT/TITLE: Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-591SS, for approximately 0.15 acres, from High Density Residential (RH) to Commercial (C).

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 0.15-acre parcel, from High Density Residential (RH) to Commercial (C).

There is a companion request, which includes the property to the west, for a zoning change from Mobile Home Subdivision District (M-1) and Neighborhood Business District (B-1) to Limited Business District (B-2), P&Z 2084. The Applicant would like to increase their current alcoholic beverage license from packaged beer and wine only, to include the sale of packaged liquor. The current zoning on the property prohibits the sale of alcoholic beverages, but the sale of packaged beer and wine was “grandfathered” for this property.

Furthermore, the property will be unified with the parcel to the west (3000 Sparta Rd, Sebring, FL 33870) to meet the minimum lot size requirements for the B-2 District.

The Planning and Zoning Commission recommended approval of CPA-21-591SS as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres, from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [CPA-21-591SS Staff Report Patel](#)
[CPA-21-591SS Application Patel](#)
[CPA-21-591SS Ordinance Patel](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Small Scale Comprehensive Plan Amendment	BCC Hearing Date: 9/21/2021
Case Number: CPA-21-591SS	Case Name: Patel Small Scale
Agent: N/A	Property Owners: Jatin and Rituben Patel
Public Hearing: BCC	Case Staff Member: Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 0.15-acre parcel, from High Density Residential (RH) to Commercial (C)

General Location: An approximate 0.15-acre parcel located approximately 0.09 miles south of US 27, 0.60 miles east of Little Lake Jackson, and 0.48 miles north of Schlosser Road, on the north side of Kent Drive; the address being 1730 Kent Drive, Sebring, Florida

PARCEL ID: C-05-35-29-A00-0322-0000

Staff Recommendations and Minutes:

- 1. Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.
- 2. Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.
- 3. Excerpt from the August 10, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: “B. HEARING NUMBER CPA-21-591SS - JATIN PATEL AND RITUBEN PATEL”** An approximate 0.15-acre parcel located approximately 0.09 miles south of US 27, 0.60 miles east of Little Lake Jackson,

and 0.48 miles north of Schlosser Road, on the north side of Kent Drive; the address being 1730 Kent Drive, Sebring; and abbreviated legal as follows: An approximate 0.15-acre parcel located in Section 5, Township 35 South, Range 29 East.

The Applicant is requesting a small-scale plan amendment from High Density Residential (RH) to Commercial (C). Mr. Roberts read the request; Mrs. Vazquez and Mrs. Patel presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Ingler and seconded by Mrs. Mack to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 0.15-acre parcel, from RH to C.

There is a companion request which includes the property to the west for a zoning change from Mobile Home Subdivision District (M-1) and Neighborhood Business District (B-1) to Limited Business District (B-2), P&Z 2084. The Applicant would like to increase their current alcoholic beverage license from packaged beer and wine only, to include the sale of packaged liquor. The current zoning on the property prohibits the sale of alcoholic beverages, but the sale of packaged beer and wine was “grandfathered” for this property. Furthermore, the property to the west does not meet the minimum lot size requirements for the B-2 District. Therefore, this property will be unified with the parcel to the west (3000 Sparta Rd, Sebring, FL 33870).

There is currently a mobile home on the property that the Applicant intends to remove.

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Mobile Home	RH	M-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Storage	City of Sebring Mixed Use (MU)	City of Sebring Commercial District (C-1)
Adjacent Property to the South	Single Family Home	Medium Density Residential (RM)	Residential District (R-1)
Adjacent Property to the East	Mobile Home	RH	M-1
Adjacent Property to the West	Convenience Store	C	B-1

3. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH) and Policy 1.2.D.7, Commercial (C).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.220: Mobile Home Subdivisions District (M-1) and Section 12.05.241: Limited Business District (B-2).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

- A. *The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:*
1. *Encourage compatible future growth, including infill, in the planning period of 2010 to 2030.*
 2. *Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not*

utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development.

- B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:*
- 1. Opportunities for infill or redevelopment, where such opportunities exist.*
 - 4. Development opportunities which provide permanent jobs and improve the County's revenue base.*
 - 5. Well planned development that meets the objectives and policies of this Comprehensive Plan.*

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

- C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.*

5. Department Analysis and Comments of Petitioner's Proposal:

5.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Florida Department of Health: no objection - an Abandonment permit must be applied for if any ex. Septic tank will be abandoned for MH removal.

5.B. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

6. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

6.A. **Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 105 and 110 feet.

Soils: The soils underlying the site is *Satellite-Basinger-Urban Land Complex*. This soil is nearly level and somewhat poorly drained. The complex consists of *Satellite Sand, Basinger Sand and Urban Land* that are mixed or too small to map separately. The Urban land part of this complex consists of housing developments, recreational areas, shopping centers and other urban structures. Open land areas are mainly lawns, playground, and vacant lots. Included in the mapping are small areas of *Archbold, Immokalee, Myakka and Placid soils*.

2. **Surface Waters:** The subject parcel has no surface water areas.

3. **Vegetative Cover:** The site has been cleared of native vegetation.

6.B. **Land Use Analysis:**

1. **Current Use of Land:** The current use of the land is a mobile home.

2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of High Density Residential.

3. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.

4. **Current FLUM Population Yield:** The current FLUM allows up to 12 dwelling units per acre. The parcel would currently carry a potential population yield of 2.26 persons; $0.15 \text{ acres} \times 12 \text{ dwelling units} = 1.8 \text{ dwelling units}$; $1 \text{ dwelling unit} \times 2.26 \text{ persons} = 2.26 \text{ persons}$.

5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for offices; up to 0.80 for other commercial uses for the entire project area.

6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes. No residential uses are proposed.

6.C. **Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.

2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.

3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.

4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0227C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Kent Drive.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

6.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development

6.F. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

6.G. Airports: The subject property is located approximately 9.35 miles southeast of the Avon Park Executive Airport and 5.59 miles northwest of the Sebring Regional Airport.

6.H. Fundamental Planning Analysis ref. Comprehensive Plan:

Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

- (1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with other commercial uses. The Applicant intends to join the parcel with the commercial property located to the west. The site access will be directly off of Kent Drive and conditioned to change once both properties are joined. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

- (2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.
- (3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located 0.02 miles from a multi-use path that connects to US 27, which in turn connects to downtown Sebring. This multi-use path provides walkability to employees and consumers.
- (4) *Promotes conservation of water and energy:* The proposed development is located on a lot that has already been impacted. Utilizing existing resources promotes the conservation of water and energy.
- (5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.
- (6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.
- (7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing commercial area, which will allow for additional commercial uses for the residential neighborhoods in the area.
- (8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

7. **Mandatory Findings of Fact:**

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the

Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-591SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 0.15 acres from High Density Residential (RH) to Commercial (C), and transmit CPA-21-591SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use Map
- Exhibit 4: Proposed Future Land Use Map
- Exhibit 5: Site Photographs

Exhibit 1:

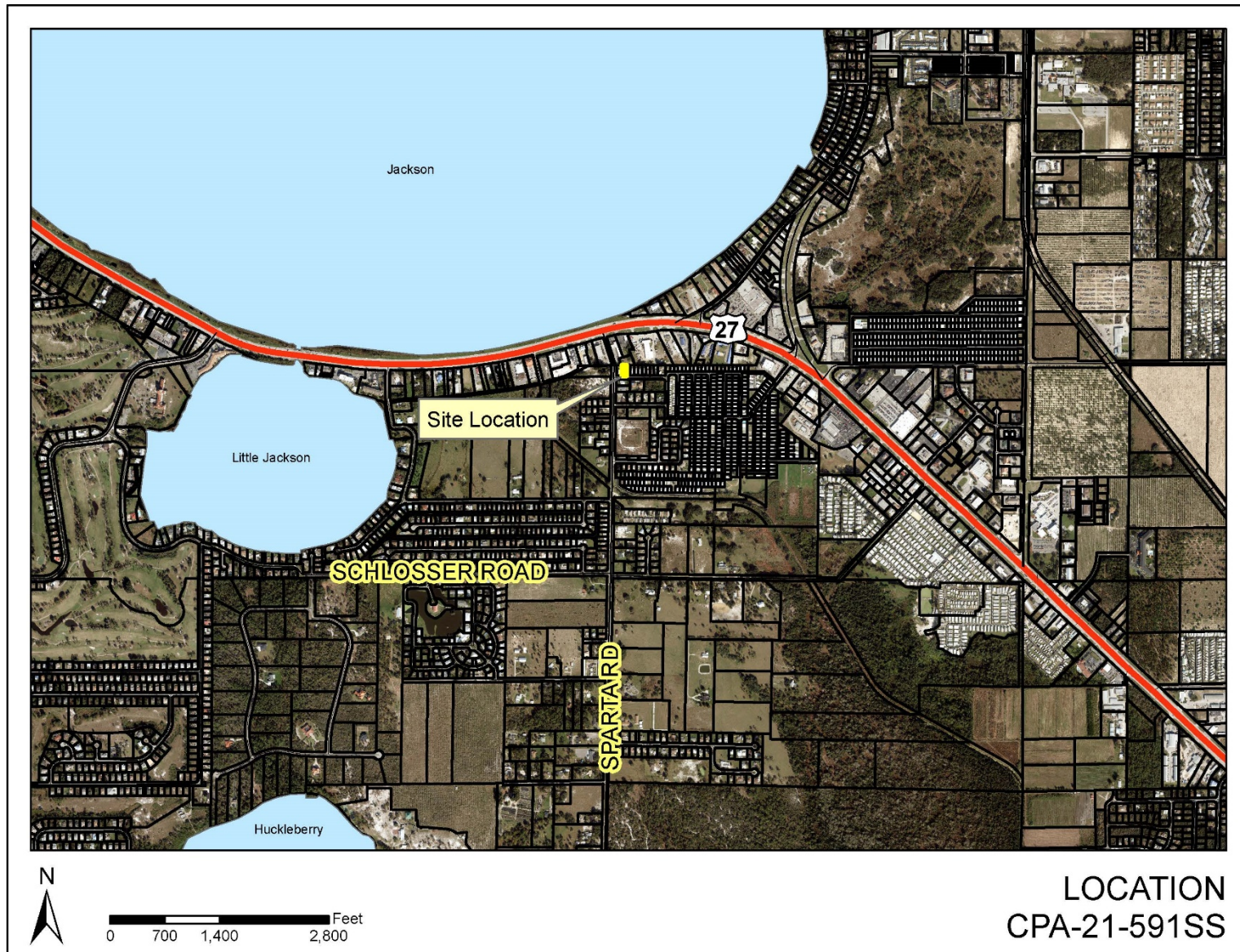


Exhibit 2:



Exhibit 3:



Exhibit 4:

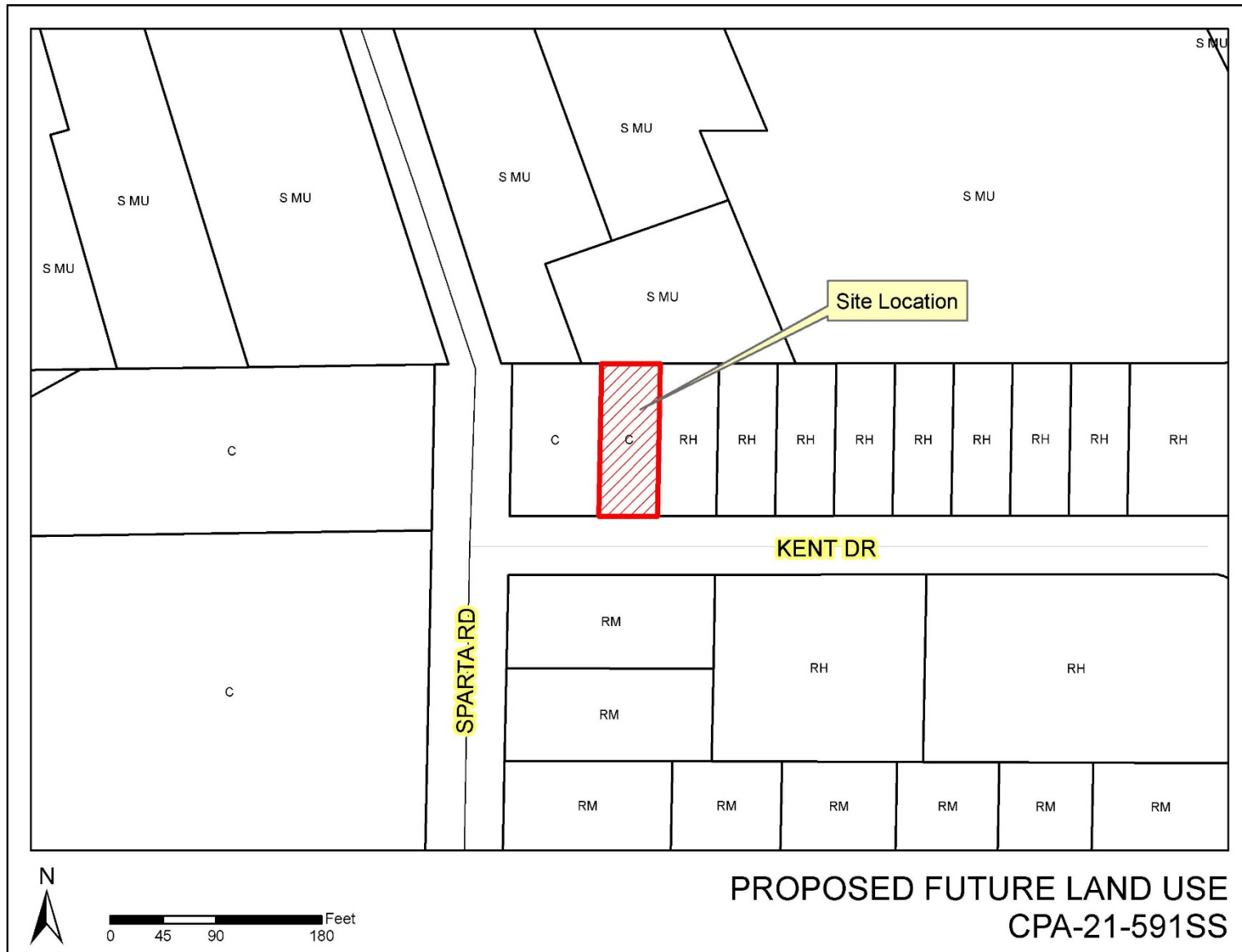


Exhibit 5:



Highlands County, Florida
Comprehensive Plan Amendment Application

Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: Rh Change to: C

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA- 21 - 591 SS Date of Application: 6/11/2021

Amount of Fee: \$ 1,500 Tax Map No.: 70-A

Hearing Dates: P&Z 08 / 10 / 2021 BOCC 09 / 21 / 2021

This application has been reviewed for completeness and determined sufficient.

Signed:  Planning Supervisor  Zoning Manager Date: 6/24/2021

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C- 05 35 29 A00 0322 0000 STRAP No. C- _____

STRAP No. C- _____ STRAP No. C- _____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

Print Name(s): Jatin and Rituben Patel

Mailing Address: 3000 Sparta road, Sebring FL 33870

Daytime Telephone No. (863) 370-0466 E-Mail Address: _____

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

Print Name: _____

Mailing Address: _____

Daytime Telephone No. () _____ E-Mail Address: _____

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved: Removed mobile home and combine property with 3000 sparta road

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
- a. Goal(s) Future land use element
 - b. Objective(s) growth management strategy
 - c. Policy(ies) 1.1

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
see attached deeds

6. **Street Address(es) of Property Covered by the Application:** _____
1730 Kent drive, Sebring FL 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** _____
8. **Existing Zoning District:** M1 **Existing Future Land Use Classification:** RH
9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc. _____
mobile home
10. **Are there existing structures on the property?** [☒] Yes [] No **If yes, what type?**
(Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other) mobile home
- If multiple units, the number of dwellings per building: NO

11. Existing Property Information: Size of Property (width) 50 feet, (depth) 130 feet, road frontage 50 feet, water frontage 0 feet, Total acres: 0.15

If different from the total acreage, the developable portion is _____ +/- acres.

12. Is the property located within the Lake Placid Regional Plan area? ☐ Yes ☒ No

13. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If yes, explain:

14. Current Uses on the Adjacent Properties:

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	commercial	S MU	S C1
South	Residential	RM	R1
East	Mobile home	RH	M1
West	Vacant	C	B2

INFORMATION ABOUT THE PROPOSED USE:

15. Proposed Number of Dwelling Units and/or Square Feet of Commercial space: N/A

16. Residential Density: The proposed density is 0 units per acre.

17. Intensity: The proposed intensity is 0 square feet at _____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. Potable Water: *Letter not required due to existing service*
The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No

If yes, the potable water system requirements will be accommodated by the City of Sebring water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. Wastewater Treatment: The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. Schools: Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.*)

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

- A. Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.
- B. Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.
- C. Historic Properties:** There may be historic resources on the property.
- D. Archaeological Resources:** There may be archaeological resources on the property.
- E. Military Airport Zones (MAZ):** The property may be located in a MAZ.
- F. Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.
- G. Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.
- H. Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

END OF APPLICATION

ATTACHMENTS:

- 1. Owner's Affidavit(s) or Corporate Affidavit
- 2. Agent's Affidavit(s)
- 3. Notarized authorization from each owner, as applicable (Form A)
- 4. Notarized authorization for agent to submit petition, as applicable (Form B)
- 5. Public Utility Information Request Sample Letter
- 6. Public School Information Request Sample Letter
- 7. Application Due Dates
- 8. Fee Schedule

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Lori Jones
Equitable Title of Mid-Florida, LLC
1502 North Donnelly, Suite 106
Mount Dora, FL 32757
MD16309
Property Appraisers Parcel Identification (Folio) Number:
C-05-35-29-A00-0322-0000

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 7th day of September, 2016 by **CHRISTIAN HOME AND BIBLE SCHOOL, INC.**, a Florida not for profit corporation d/b/a **MOUNT DORA CHILDREN'S HOME** a/k/a **MOUNT DORA CHRISTIAN ACADEMY & CHILDRENS HOME** herein called the grantor(s), to Jatin Patel and Rituben Patel whose post office address is 3000 Sparta Road, Sebring, FL 33870, hereinafter called the Grantee(s):

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

WITNESSETH: That the grantor(s), for and in consideration of the sum of **FORTY FIVE THOUSAND AND 00/100 DOLLARS (U.S. \$45,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Highlands County, State of Florida, viz.:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, THENCE EAST ALONG THE NORTH BOUNDARY OF SECTION 5 A DISTANCE OF 109.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG THE NORTH BOUNDARY OF SECTION 5 A DISTANCE OF 50 FEET TO A POINT, THENCE SOUTH 01 DEGREES 12' WEST AND PARALLEL TO THE WEST BOUNDARY OF SECTION 5 A DISTANCE OF 130 FEET TO A POINT, THENCE WEST A DISTANCE OF 50 FEET TO A POINT, THENCE NORTH 01 DEGREES 12' EAST AND PARALLEL TO THE WEST BOUNDARY OF SECTION 5 A DISTANCE OF 130 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH 1998 WINDSTAR MOBILE HOME VIN #10L26422X AND VIN #10L26422U.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor(s) hereby covenant(s) with said grantee(s) that the grantor(s) is/are lawfully seized of said land in fee simple; that the grantor(s) has/have good right and lawful authority to sell and convey said land, and hereby warrant(s) the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said grantor(s) has/have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CHRISTIAN HOME AND BIBLE SCHOOL, INC., a Florida not
for profit corporation d/b/a MOUNT DORA CHILDREN'S HOME
a/k/a MOUNT DORA CHRISTIAN ACADEMY & CHILDRENS
HOME

Lori Jones
Witness #1 Signature

William Kent Means
By William Kent Means, VP

Lori Jones
Witness #1 Printed Name

Brandy Valentin
Witness #2 Signature

Whose mailing address is:
301 West 13th Avenue
Mount Dora, FL 32757

Brandy Valentin
Witness #2 Printed Name

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 7th day of September, 2016, by William Kent Means, VP, of CHRISTIAN HOME AND BIBLE SCHOOL, INC., a Florida not for profit corporation d/b/a MOUNT DORA CHILDREN'S HOME a/k/a MOUNT DORA CHRISTIAN ACADEMY & CHILDRENS HOME, on behalf of the Corporation, he () is personally known to me or (X) has produced FLDL as identification.

SEAL

Lori Jones
Notary Public
Lori Jones
Printed Notary Name



My Commission Expires: 11-1-18

Page 2- Warranty Deed

ORDINANCE NO. 20-21-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-05-35-29-A00-0322-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0322-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on August 10, 2021, to review the small-scale amendment to the Property, identified by CPA-21-591SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-21-591SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-591SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-21-591SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-21-591SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-21-591SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-21-591SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0322-0000 consisting of approximately 0.15 acres and more particularly described as:

Commence at the Northwest Corner of Section 5, Township 35 South, Range 29 East, Highlands County, Florida, thence East along the North boundary of Section 5 a distance of 109.0 feet to the Point of Beginning; thence continue East along the North boundary of Section 5 a distance of 50 feet to a point, thence South 01°12' West and parallel to the West boundary of Section 5 a distance of 130 feet to a point, thence West a distance of 50 feet to a point, thence North 01°12' East and parallel to the West boundary of Section 5 a distance of 130 feet to the Point of Beginning.

is hereby changed from "High Density Residential" to "Commercial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-21-591SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Signatures on Following Page

DONE AND ADOPTED this 21st day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Scott A. Kirouac, Chairman

ATTEST _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Sandra S. Vázquez, Planner I

SUBJECT/TITLE: Public hearing to consider adoption of P&Z Hearing No. 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2)

STATEMENT OF ISSUE

Rezone two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2). The parcels are currently used as a convenience store and a mobile home.

The Applicant would like to increase their current alcoholic beverage license from packaged beer and wine only, to include the sale of packaged liquor. The current zoning on the property prohibits the sale of alcoholic beverages, but the sale of packaged beer and wine was “grandfathered” for this property. Furthermore, the two properties will be unified, and the mobile home will be removed to meet the minimum lot size requirements for the B-2 District.

There is a companion request for a Future Land Use Map Amendment for the parcel that contains the mobile home, from High Density Residential (RH) to Commercial (C), CPA-21-591SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2084 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution, P&Z Hearing No. 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [P&Z 2084 Staff Report Patel](#)
[P&Z 2084 Application Patel](#)
[P&Z 2084 Resolution Patel](#)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 9/21/2021
Case Number: P&Z 2084	Case Name: Patel/Bhadra Krupa, Inc. Rezone
Agent: N/A	Property Owners: Jatin and Rituben Patel, and Bhadra Kupra, Inc.
Public Hearing: BCC	Case Staff Member: Sandra S. Vázquez

Request: Rezone two parcels totaling approximately 0.38 acres, from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2).

General Location: Two parcels totaling an approximate 0.38-acres located approximately 0.09 miles south of US 27, 0.60 miles east of Little Lake Jackson, and 0.48 miles north of Schlosser Road, on the east side of Sparta Road; the addresses being 3000 Sparta Road and 1730 Kent Drive, Sebring.

PARCEL ID: C-05-35-29-A00-0320-0000
C-05-35-29-A00-0322-0000

Staff Recommendations and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.
- Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to approve and adopt by Resolution, P&Z 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.
- Excerpt from the August 10, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: “C. HEARING NUMBER P&Z 2084 – JATIN PATEL, RITUBEN PATEL, AND BHADRA KRUPA INC** Two parcels totaling an approximate 0.38-acres located approximately 0.09 miles south of US 27, 0.60

miles east of Little Lake Jackson, and 0.48 miles north of Schlosser Road, on the east side of Sparta Road; the addresses being 3000 Sparta Road and 1730 Kent Drive, Sebring; and legally described as follows: An approximate 0.15-acre parcel located in Section 5, Township 35 South, Range 29 East and an approximate 0.23-acre parcel located in Section 5, Township 35 South, Range 29 East.

The Applicant is requesting a zoning change from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2). Mr. Roberts read the request; Mrs. Vazquez and Mrs. Patel presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Reed and seconded by Mrs. Mack to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is for a change to the Official Zoning Atlas of two parcels totaling approximately 0.38 acres, from B-1 and M-1 to B-2.

The parcels are currently used as a convenience store and a mobile home. The Applicant would like to increase their current alcoholic beverage license from packaged beer and wine only, to include the sale of packaged liquor. The current zoning on the property prohibits the sale of alcoholic beverages, but the sale of packaged beer and wine was “grandfathered” for this property. Furthermore, the property that the convenience store is located on does not meet the minimum lot size requirements for the B-2 District. Therefore, the two properties will be unified, and the mobile home will be removed.

There is a companion request for a Future Land Use Map Amendment for the parcel that contains the mobile home, from High Density Residential (RH) to Commercial (C), CPA-21-591SS.

2. **Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Properties	Convenience Store/Mobile Home	C/RH	B-1 and M-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Shopping Plaza/Storage	City of Sebring Mixed Use District	City of Sebring Commercial District (C-1)
Adjacent Property to the South	Single Family Home	Medium Density Residential (RM)	Residential District (R-1)
Adjacent Property to the East	Mobile Home	RH	M-1
Adjacent Property to the West	Vacant	C	B-2

3. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4 High Density Residential and Policy 1.2.D.7, Commercial (C).

Zoning...Highlands County Land Development Regulations (LDRs): Section 12.05.220: Mobile Home Subdivision District (M-1), Section 12.05.240: Neighborhood Business District (B-1), and Section 12.05.241: Limited Business District (B-2).

4. Department Analysis and Comments of Petitioner's Proposal:

4.A. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process, and additional requirements may be identified at that time.

Florida Department of Health: No objection.

4.B. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division.

4.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

5. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

5.A. **Natural Features Analysis:**

1. **Topography:** The topographic map depicts the subject property as level with an elevation of 110 feet.
2. **Soils:** The soils underlying the site is *Satellite-Basinger-Urban Land Complex*. This soil is nearly level and somewhat poorly drained. The complex consists of *Satellite Sand, Basinger Sand and Urban Land* that are mixed or too small to map separately. The Urban land part of this complex consists of housing developments, recreational areas, shopping centers and other urban structures. Open land areas are mainly lawns, playground, and vacant lots. Included in the mapping are small areas of *Archbold, Immokalee, Myakka and Placid soils*.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

5.B. **Zoning Analysis:**

1. **Current Use of Land:** The current use of the land is a convenience store and a mobile home.
2. **Current Zoning Designation:** The site has a zoning designation of M-1 and B-1.
3. **Proposed Zoning Designation:** The proposed zoning designation is B-2.
4. **Current Population Yield:** The current FLUM for the commercial portion allows up to a maximum of 0.70 FAR for offices; up to 0.80 for other commercial uses for the entire project area. The High Density Residential portion allows up to 12 dwelling units per acre, and currently carries a potential population yield of 2.26 persons; 0.15 acres x 12 dwelling units = 1.8 dwelling units; 1 dwelling units x 2.26 persons = 2.26 persons.
5. **Proposed FLUM Intensity:** The proposed zoning allows a maximum of 0.70 FAR for offices; up to 0.80 for other commercial uses for the entire project area.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes. No residential uses are proposed.

5.C. **Special Designated Areas:**

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on

the Flood Insurance Rate Map Community Panel Number **12055C0227C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Kent Avenue and Sparta Road.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

5.E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

5.F. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

5.G. Airports: The subject property is located approximately 9.35 miles southeast of the Avon Park Executive Airport and 5.59 miles northwest of the Sebring Regional Airport.

6. Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2084, changing the Official Zoning Atlas for two parcels totaling approximately 0.38 acres from Neighborhood Business District (B-1) and Mobile Home Subdivision District (M-1) to Limited Business District (B-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Zoning Map
- Exhibit 4: Proposed Zoning Map
- Exhibit 5: Site Photographs

Exhibit 1:

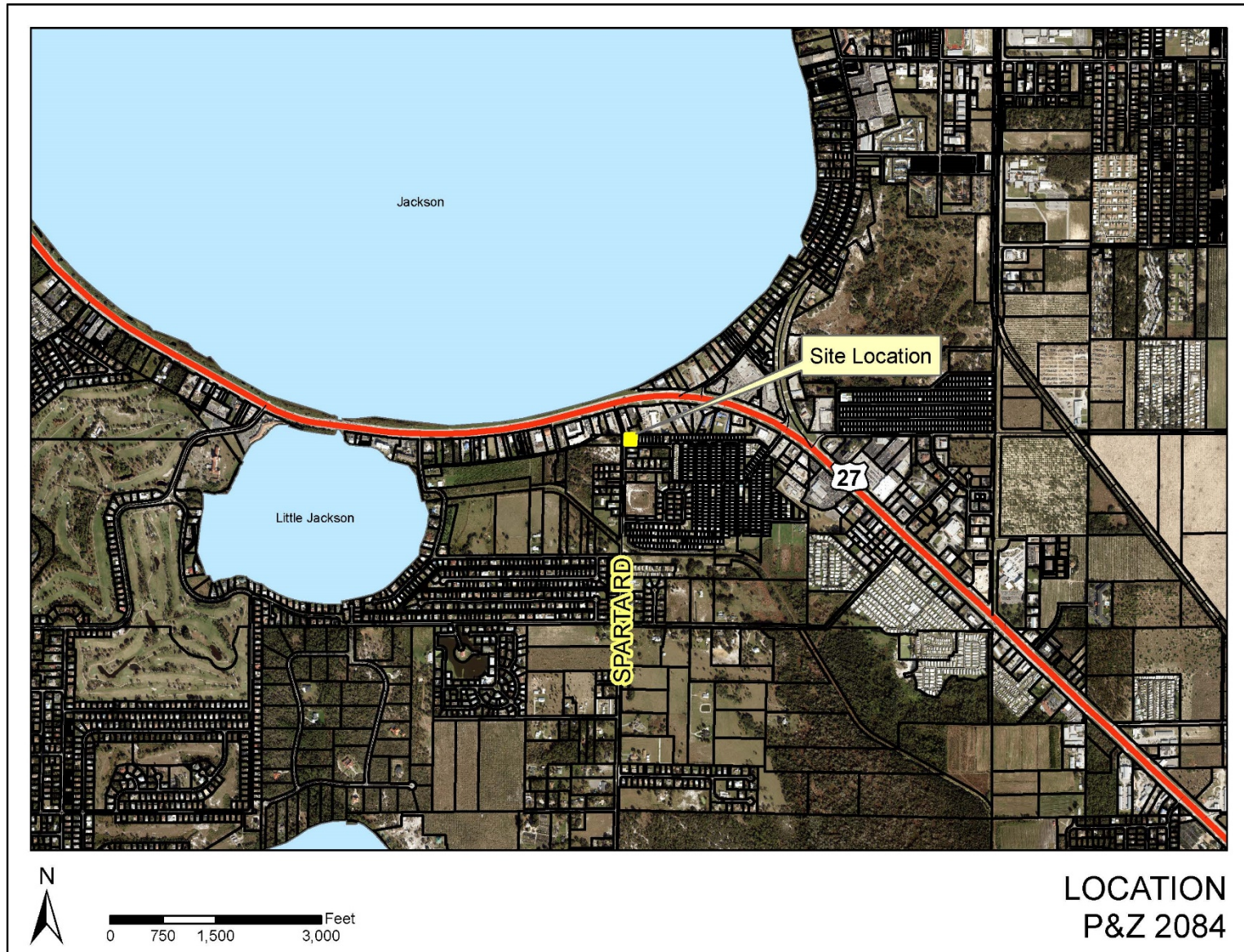


Exhibit 2:



Exhibit 3:



Exhibit 4:



Exhibit 5:



**Highlands County, Florida
Zoning Change Application**

Zoning change from: B1 and M1

Zoning change to: B2

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2084 Date of Application: 06/16/2021

Amount of Fee: \$ 1,950.00 Receipt No.: 21060010 Tax Map No.: 70-A

Hearing Dates: LP: _____ P&Z: 08/10/2021 BCC: 09/21/2021

This application has been reviewed for completeness and determined sufficient:

[Signature]
Zoning Supervisor

6/21/2021
Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: Jatin and Rituben patel, Bhadra krupa inc.

Mailing Address: 3000 sparta road, Sebring FL33870

Telephone No.: 863-370-0466

E-Mail Address: _____

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: _____

Mailing Address: _____

Telephone No.: _____

E-Mail Address: _____

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. see attached deeds

4. **Strap No.(s) of Property Covered by Application:**

STRAP #: C-05 -35 -29 -A00 -0320 -0000

STRAP #: C- - - - - - - -

STRAP #: C-05 -35 -29 -A00 -0322 -0000

STRAP #: C- - - - - - - -

5. **Street Address(es) of Property Covered by the Application:** 3000 Sparta road, 1730 kent dr. Sebring, FL 33870

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: B1 and M1 Existing Land Use Classification: C and Rh
Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent
7. Existing Property Information: Size of Property (width) 126 feet, (depth) 130 feet,
street frontage 282 feet, water frontage 0 feet, Total acres 0.38
If different from the total acreage, the upland, or developable portion is _____ +/- acres.
8. Are there existing structures on the property? ☒ Yes ☐ No If Yes, what type (CBS, Frame, Stucco, Other
Multiple Units, Number of Dwellings per Building), and what are they used for? CBS Convenience store CBS shed
and 1 mobile home to be removed
- If multiple units, the number of dwellings per building/number of buildings: 3
9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit
a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged
with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.
10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order
Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____
11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose
name and when? _____

12. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	commercial	S MU	S C1
South	Residential	RM	R1
East	Mobile home	Rh	M1
West	Vacant	C	B2

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): Put a drive thru window, so people can get
in and out easily, and upgrade license from 2APS to 3APS
14. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
N/A
15. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) 16380 square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 3786 divided by Parcel size
16380 = FAR 23 %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

16. Potable Water: The proposed development will be served by an off-site central potable water system. ☒ Yes ☐ No
If Yes, the potable water system requirements will be accommodated by the City of Sebring water
system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

- 17. Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ Yes ☒ No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. jvp **Applicant's Initial**

- 18. Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No jvp **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

- 19. Solid Waste Disposal:** The proposed development will be served by the waste connection refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

20. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☒ Yes ☐ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.
23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.
24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.
25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).
26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.
27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)
28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?
☐ Yes ☒ No
29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No
30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

RESOLUTION NO. 20-21-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-05-35-29-A00-0320-0000 and C-05-35-29-A00-0322-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0320-0000 and C-05-35-29-A00-0322-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering economic objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW, THEREFORE BE IT RESOLVED, by the Board, after public hearing and

P&Z 2084

comment that:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0320-0000 more particularly described as:

Commence at the Northwest Corner of Section 5, Township 35 South, Range 29 East, Highlands County, Florida; run thence East along the North boundary of said Section 5 a distance of 33.0 feet to the Point of Beginning; thence continue East along the North boundary of Section 5 a distance of 76.0 feet to a point; thence South 01°12' West and parallel to the West boundary of Section 5 a distance of 130.00 feet to a point; thence West a distance of 76.0 feet to a point on the East R/W line of Sparta Road; thence North 01°12' East along the R/W line of Sparta Road a distance of 130.00 feet to the Point of Beginning. Also known as Lot 1, of an unrecorded subdivision in Section 5, Township 35 South, Range 29 East.

is hereby changed from Neighborhood Business District (B-1) to Limited Business District (B-2).

B. The zoning designation for that portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0322-0000, more particularly described as:

Commence at the Northwest Corner of Section 5, Township 35 South, Range 29 East, Highlands County, Florida, thence East along the North boundary of Section 5 a distance of 109.0 feet to the Point of Beginning; thence continue East along the North boundary of Section 5 a distance of 50 feet to a point, thence South 01°12' West and parallel to the West boundary of Section 5 a distance of 130 feet to a point, thence West a distance of 50 feet to a point, thence North 01°12' East and parallel to the West boundary of Section 5 a distance of 130 feet to the Point of Beginning

is hereby changed from Mobile Home Subdivision District (M-1) to Limited Business District (B-2).

C. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Limited Business District (B-2).

D. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2084, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 20-21-____, adopting a small-scale comprehensive plan amendment to change the land use designation on the portion of the Property identified by the Highlands County Property Appraiser through Parcel ID# C-05-35-29-A00-0322-0000 from High Density Residential (RH) to Commercial (C).

DONE AND ADOPTED, this 21st day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Scott A. Kirouac, Chairman

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Public Hearing to consider approval of Florida Health Sciences Center d/b/a Tampa General Hospital, Aeromed application for a Class 4 Certificate of Public Convenience and Necessity (COPCN)

STATEMENT OF ISSUE

Florida Health Sciences Center d/b/a/ Tampa General Hospital, Aeromed submitted a renewal application of COPCN Class 4 - Air Ambulance Service application to Highlands County Fire Rescue on July 19, 2021. The application was found complete and was publicly noticed on August 27, 2021 pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida

RECOMMENDED ACTION

Move to approve Florida Health Sciences Center d/b/a Tampa General Hospital, Aeromed Certificate of Public Convenience and Necessity (COPCN)

FISCAL IMPACT

no fiscal impact

Attachments: [Aeromed application.pdf](#)
[Highlands BOCC COI.pdf](#)
[Aeromed aff.pdf](#)

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

**APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Type of Application: New _____ Renewal X Transport _____ NonTransport _____

Type of Service: (1) Non-emergency medical transportation _____
(2) Basic Life Support ambulance _____
(3) Advanced Life Support ambulance _____
(4) Air Ambulance service X

1. Name of Service Florida Health Sciences Center DBA-Tampa General Hospital, Aeromed

Mailing Address 1 Tampa General Cr. City Tampa

County Hillsborough State FL Zip Code 33606

Business Phone Number (813) 844-7758 FAX Number (813) 844-4191

Type of Ownership (i.e., Private, City, County, Volunteer, Etc.) Private, Non-profit

Experience of Applicant See Attached

2. Manager's Name JOHN VISOKAY, PROGRAM DIRECTOR

3. Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).
NAME ADDRESS POSITION

See Attached

4. List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

See Attached

5. Describe the geographic area to be served by your service. Attach map showing area described, if necessary.

See Attached

6. Radio Frequencies See Attached

Radio Call Number(s) Aeromed 2

7. Please list all hospitals or facilities with which you have direct radio communications (attach a separate sheet if needed).

FROM VEHICLE

FROM YOUR BASE STATION

See Attached

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes No X

9. Attach the following:

ATTACHMENT #1 Description of the staffing patterns to assure compliance with staffing requirements set forth in 64E, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics.

ATTACHMENT #2 Vehicle Roster

ATTACHMENT #3 Vehicle Permit Applications

ATTACHMENT #4 Insurance Verification (by copy of policy) - limits of coverage must be shown on policy. Must be current.

ATTACHMENT #5 A statement of facts showing the demand or need for the proposed service.

ATTACHMENT #6 A proposed schedule of rates, fares and charges, if any.

ATTACHMENT #7 Copies of all certificates and/or licenses held by all personnel.

ATTACHMENT #8 Copy of contract with medical director.

ATTACHMENT #9 Agreement to comply with all state and county laws, ordinances, and regulations.

ATTACHMENT #10 Evidence that the applicant is financially able to provide the service(s) described in the application.

AIR AMBULANCE APPLICANTS MUST ALSO ATTACH THE FOLLOWING: (1) Copy of aircraft liability coverage; (2) copy of medical liability coverage for each air medical crew member; (3) copy of each pilot's commercial license and current medical certificate. IF YOU ARE NOT CURRENTLY LICENSED IN THIS STATE, A LICENSE MUST BE ISSUED BEFORE YOU MAY OPERATE IN THIS STATE.

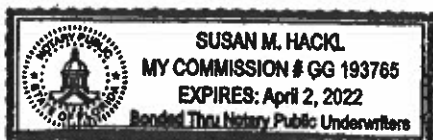
I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statutes, and 64E, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. To the best of my knowledge, all statements on this application are true and correct.

Michele Roman

Signature

Senior Director, Aeromed

Position



Notary Seal

Notary Signature

Susan M. Hackl

Date

7/13/2021

HIGHLANDS COUNTY, FLORIDA
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION FOR VEHICLE OR AIRCRAFT PERMIT

Name of Service Aeromed Date 7/9/21
Address 1 Tampa General Circle City Tampa
State FL Zip Code 33606

1. TYPE OF APPLICATION: (Check all that apply)
- | | |
|---|--|
| ☐ New Application | ☐ Renewal |
| ☐ Transport | ☐ Non-Transport |
| ☐ Non-Emergency Medical Transport | |
| ☐ Basic Life Support ambulance | |
| ☐ Advanced Life Support ambulance | |
| ☒ Air Ambulance Service | |

2. VEHICLE DATA: N/A

Make _____ Model _____ Year _____
Mileage _____ V.I.N. _____
Florida Tag Number _____

3. AIRCRAFT DATA: see Attachment

Make _____ Model _____ Year _____
FAA Registration/Tail Number _____

4. Enclose permit fee if applicable.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.

Michael R. Moran
Signature

Senior Director, Aeromed
Position

7/15/21
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN103090951--GAW-21-22	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: Zurich American Insurance Co INSURER C: Safety National Casualty Corp. INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 40142 16535 15105
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COVERAGES**CERTIFICATE NUMBER:**

ATL-005269888-02

REVISION NUMBER: 0

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLA 2881161-15	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			GLA 2881161-15	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N N / A			SP4063847 'SIR \$500,000'	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Highlands County BOCC is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies where required by written contract.

CERTIFICATE HOLDER

Highlands County BOCC
600 South Commerce
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
of Marsh USA Inc.

Generic4 USA Inc

Marsh USA Inc.

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AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN

Published – Daily

SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,

COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida;
**NOTICE OF PUBLIC HEARING TO CONSIDER
ISSUANCE OF CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY
TAMPA GENERAL AEROMED**
was published in said newspaper in the issues of
AUGUST 27, 2021

Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 30th day of August 2021

Romona D. Washington

Notary Public

(Notary Stamp)



ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

**NOTICE OF PUBLIC HEARING
TO CONSIDER
ISSUANCE OF CERTIFICATE OF
PUBLIC CONVENIENCE
AND NECESSITY
NOTICE IS HEREBY GIVEN TO
WHOM IT MAY CONCERN:**

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on September 21, 2021, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Emergency Medical Service has received from FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a TAMPA GENERAL AEROMED, a private for-profit registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health, an application for renewal of their Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 4-Air ambulance service medical transport pursuant to Section 5-55 of the Code of Ordinances, Highlands County, Florida. The Class 4-Air ambulance service medical transport encompasses providing air medical transport services of critical trauma and medical patients to out of county facilities that are capable of handling such injuries and medical conditions. Class 4 – Air ambulance service may at the county's request transport patients to a medical facility and may render on-scene assistance to victims prior to transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Tim Eures, Deputy Chief, at that address or by phone at (863) 402-6630. Photocopies may be obtained at that location for fifteen cents (\$0.15) per page, single sided, and twenty cents (\$0.20) per page, double sided.

All interested persons may appear and be heard at the time and place specified above.

Any person who might wish to appeal any decision made by the 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 for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett: HRbcc@highlandsfl.gov, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Scott Kirouac, Chair

ATTEST:

Jerome Kaszubowski, Clerk
August 27, 2021

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Marc Bashoor, Public Safety Director

SUBJECT/TITLE: Public Hearing to consider approval of Positive Mobility, Inc d/b/a Positive Medical Transport application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN)

STATEMENT OF ISSUE

Positive Mobility, Inc. d/b/a Positive Medical Transport submitted a renewal application of COPCN Class 1 - Non Emergency Medical Transportation, Class 2 - Basic Life Support Ambulance and Class 3 - Advanced Life Support Ambulance application to Highlands County Fire Rescue on July 13, 2021. The application was found complete and was publicly noticed on August 27, 2021 pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida

RECOMMENDED ACTION

Move to approve Positive Mobility, Inc d/b/a Positive Medical Transport application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN)

FISCAL IMPACT

no fiscal impact

Attachments: [application.pdf](#)
[Highlands cty.pdf](#)
[Positive Mobility aff.pdf](#)

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

**APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Type of Application: New _____ Renewal ☒ Transport _____ NonTransport _____

Type of Service: (1) Non-emergency medical transportation ☒
(2) Basic Life Support ambulance ☒
(3) Advanced Life Support ambulance ☒
(4) Air Ambulance service _____

1. Name of Service Positive Mobility INC. DBA Positive Medical Transport

Mailing Address 201 Commercial Ct City Sebring

County Highlands State Florida Zip Code 33876

Business Phone Number (863) 655-0030 FAX Number (863) 655-0062

Type of Ownership (i.e., Private, City, County, Volunteer, Etc.) Private

Experience of Applicant Positive Medical Transport has serviced Highlands County for 14 years in total.

2. Manager's Name Brandy Layne - General Manager

3. Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).

NAME	ADDRESS	POSITION
Marissa Layne	1101 Hotiye Ave, Sebring, FL 33870	owner
Robert Layne	5737 Thunder Rd, Sebring, FL 33876	President

4. List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

Main base 201 Commercial Ct, Sebring, FL 33876 HRs 24/7 BLS and ALS
Polk Base 4030 Kidron Rd, Lakeland, FL 33811 HRs 24/7 BLS
Hardee County 206 7th Ave, Wauchula, FL 33873 HRs 24/7 ALS

5. Describe the geographic area to be served by your service. Attach map showing area described, if necessary.
All of Highlands County to include Sebring, Avon Park, Lake Placid, Venus and Lorida.

6. Radio Frequencies N/A Cell phones and tablets

Radio Call Number(s) N/A

7. Please list all hospitals or facilities with which you have direct radio communications (attach a separate sheet if needed).

FROM VEHICLE

FROM YOUR BASE STATION

N/A

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes No ✓

9. Attach the following:

ATTACHMENT #1 Description of the staffing patterns to assure compliance with staffing requirements set forth in 64E, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics.

ATTACHMENT #2 Vehicle Roster

ATTACHMENT #3 Vehicle Permit Applications

ATTACHMENT #4 Insurance Verification (by copy of policy) - limits of coverage must be shown on policy. Must be current.

ATTACHMENT #5 A statement of facts showing the demand or need for the proposed service.

ATTACHMENT #6 A proposed schedule of rates, fares and charges, if any.

ATTACHMENT #7 Copies of all certificates and/or licenses held by all personnel.

ATTACHMENT #8 Copy of contract with medical director.

ATTACHMENT #9 Agreement to comply with all state and county laws, ordinances, and regulations.

ATTACHMENT #10 Evidence that the applicant is financially able to provide the service(s) described in the application.

AIR AMBULANCE APPLICANTS MUST ALSO ATTACH THE FOLLOWING: (1) Copy of aircraft liability coverage; (2) copy of medical liability coverage for each air medical crew member; (3) copy of each pilot's commercial license and current medical certificate. IF YOU ARE NOT CURRENTLY LICENSED IN THIS STATE, A LICENSE MUST BE ISSUED BEFORE YOU MAY OPERATE IN THIS STATE.

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statutes, and 64E, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. To the best of my knowledge, all statements on this application are true and correct.

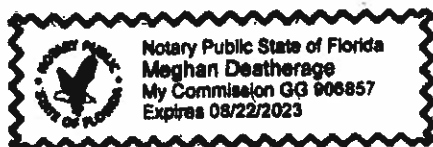
Brandy Layne

Signature

General Manager

Position

Notary Seal



Notary Signature

Date

7-9-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Heacock Insurance Group, LLC
32313 Broadway St., Suite 101
Sebring FL 33870

CONTACT
NAME: Courtney Stuart
PHONE (A/C, No, Ext): 863-385-5171 FAX (A/C, No): 863-385-4130
E-MAIL ADDRESS: cstuart@heacock.com

INSURED
Positive Mobility, Inc
DBA Positive Medical Transport
201 Commercial Court
Sebring FL 33876

POSIMOB-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Michigan Construction Industry	
INSURER B : National Interstate Insurance	32620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 48028115**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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		LPK455001802	4/1/2021	4/1/2022	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 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y		ACA455001802	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC10000163752021A	1/1/2021	1/1/2022	☒ 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
B	Professional Liability Sexual/Physical Abuse Liability			LPL455001802 LPK455001802	4/1/2021 4/1/2021	4/1/2022 4/1/2022	Per Occurrence 1,000,000 Aggregate 3,000,000 Each Occur/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Highlands County BOCC is included as additional insured with regards to the General Liability and Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

Highlands County BOCC
600 South Commerce Drive
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

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN

Published – Daily

SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,

COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared
Janet Emerson, who on oath says that she is an authorized
employee of the Highlands News-Sun

published at Sebring, in Highlands County, Florida;

NOTICE OF PUBLIC HEARING TO CONSIDER

ISSUANCE OF CERTIFICATE OF PUBLIC

CONVENIENCE AND NECESSITY

POSITIVE MOBILITY, INC.

was published in said newspaper in the issues of
AUGUST 27, 2021

Affiant further says that the said HIGHLANDS NEWS-SUN is a
newspaper published at Sebring, in said Highlands County, Florida,
and that the said newspaper has heretofore been continuously
published in said Highlands County, Florida, and has been
entered as second class, mail matter at the post office in Sebring, in
said Highlands County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertisement;
and affiant further says that she has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or refund for the
purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 30th day of August 2021

Romona D. Washington

Notary Public

(Notary Stamp)



ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

**NOTICE OF PUBLIC HEARING
TO CONSIDER
ISSUANCE OF CERTIFICATE OF
PUBLIC CONVENIENCE
AND NECESSITY
NOTICE IS HEREBY GIVEN TO
WHOM IT MAY CONCERN:**

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on September 21, 2021, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Emergency Medical Service has received from POSITIVE MOBILITY, INC., a private for-profit registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health an application for renewal of their Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 1 non-emergency medical transport pursuant to Section 5-55 of the Code of Ordinances, Highlands County, Florida. The Class 1 non-emergency medical transport encompasses providing non-emergency transport services to persons who are confined to stretcher and/or wheelchair and whose condition is such that these persons do not need and are not likely to need basic life support or advanced life support during transport. The Class 2-Basic Life Support Ambulance class of service encompasses providing basic life support services on inter-facility transports. The Class 3-Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transports. Both classes of service may at the county's request transport patients to a medical facility and may render on-scene assistance to victims prior to transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Tim Eures, Deputy Chief, at that address or by phone at (863) 402-6630. Photocopies may be obtained at that location for fifteen cents (\$0.15) per page, single sided, and twenty cents (\$0.20) per page, double sided.

All interested persons may appear and be heard at the time and place specified above.

Any person who might wish to appeal any decision made by the 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 for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Scott Kirouac, Chair

ATTEST:

Jerome Kaszubowski, Clerk
August 27, 2021

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Sept 21, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request for confirmation of the employment of Ellison L. Stearns, III as the Highlands County Public Safety Director.

STATEMENT OF ISSUE

Section 125.74 (k), Florida Statutes, states the County Administrator has the responsibility to "Select, employ, and supervise all personnel and to fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board of County Commissioners." In accordance with this statute, please consider the confirmation of the employment of Mr. Ellison L. Stearns, III as the Highlands County Public Safety Director . Mr. Stearns went through the selection process, an offer was made and accepted. Mr. Stearns' resume' is attached which details his experience and background.

RECOMMENDED ACTION

Move to confirm Ellison L. Stearns, III as the Highlands County Public Safety Director, pursuant to Section 125.74(k), Florida Statutes.

FISCAL IMPACT

The accepted salary is within the current and proposed budget.

Attachments: [Ellison Stearns III Resume.pdf](#)

Ellison L. Stearns III, CFO, MIFireE

Chief/Administrator

Fire

pfchief1@gmail.com [.linkedin.com/in/laney-stearns-bs-cfo-mifiree-11068222/](https://www.linkedin.com/in/laney-stearns-bs-cfo-mifiree-11068222/) 954-553-8668 [Plantation, FL 33324](#)

Experienced professional with proven success in municipal department settings. Recent bachelor's degree recipient in Emergency Service Management. Strong ability to develop and lead personnel who meet and exceed designated goals and expectations. Highly adept at creating and executing processes and procedures that enhance operational efficiencies. Well-versed in managing tasks from concept to completion ensuring on-time, on-budget, and on-target results.

Areas of Expertise include:

- Strategic Planning/ Analysis
- Budget Development and Oversight
- Program and Project Management
- Team Building and Leadership
- Resource Management
- Process Improvements
- Staff Training and Development
- Capital Improvement Program
- Regulatory Compliance

Professional Experience

AMERICAN HERITAGE HIGH SCHOOL [Delray, FL](#) 2018-Present

Athletic Director

Oversee daily activities of 24 sports comprising 48 team supervising 8 administrative staff and 65 operational personnel. Justifies all expenditures through administration, last year Capital expenditures equaled \$1.8M. Ensure all athletic equipment meets existing standards and operational goals. Maintain inventory control for uniforms and equipment for all sports. Manage and maintain all fields, facility and major equipment.

Key Accomplishments:

- baseball field infield turf replacement
- Identified liability issue with a dangerous wall close to turf football field, introduced solution (padding the 300-foot wall).
- Identified liability issue where the scoreboard was inside field dangerously close to playing surface. (relocated)
- Replaced hundreds of feet of wind screen to enhance facility appearance.
- Redesigned athletic office space to utilize and increase efficiency, these spaces included administrative offices, athletic medical training facility and resulted in additional 600 square feet of space for the weight training facility.
- Resurfaced 20-year-old gym floor
- Removed, redesigned, and resurfaced track and field facility.

PLANTATION FIRE DEPARTMENT [Plantation, FL](#) 2002-2018

Fire Chief (2013-2018)

Supervised 350 personnel in administration, fire suppression, rescue, fire and life safety, training, and fleet and facility maintenance. Established and managed \$16M annual budget. Designated the City Emergency Manager. Noted areas of weakness and draft compliance plans. Developed detailed plans to upgrade aging fleet, emergency operations center, and headquarters building. Revised and provided electronic versions of all policies and procedures. Analyzed and executed method to disseminate information electronically to staff and volunteer members. Met with commanders of dive teams, SWAT medics, and honor guard to improve protocols. Developed comprehensive emergency management plan.

Ellison L. Stearns III, CFO, MIFireE

Page Two of Two

Key Accomplishments:

- Restructured department in several divisions, providing career ladders and making member see there was a future for them within the department.
- Developed the Comprehensive Emergency Management Plan
- Retained ISO 2 ranking despite dramatic change in ISO benchmarks.
- Brought required training (live burn) from local Fire Academy on-site to retain state certified training facility designation. Made necessary changes to provide all required training props on the property.
- Secured \$14M of \$60M municipal bond to completely rebuild Fire Station 1, retool Fire Station 2 to accommodate rescue unit and EMS battalion chief vehicles, and add to Fire Station 5 for training room and sleeping facilities plus the addition of two (2) ladder trucks, one (1) engine and three (3) Squads.

Executive Officer – Administration/Logistics Officer (2010-2013)

Directed fire marshal/fire code official, training division, and logistics/administrative support group. Led 350 department staff in all six divisions and \$12M annual budget. Served as fire chief in his absents. Managed special projects including devising and updating severe weather plan and tracking TeleStaff staffing program.

Key Accomplishments:

- Instituted a program to reduce responses to commercial fire alarms by 40%.
- Prepared specifications and purchasing documents for all fire and rescue apparatus
- Completed standardization of all related tools and equipment

Division Chief/Fire Marshal/Fire Code Official (2002-2010)

Inspected all existing properties within the city limits as well as plan reviews of new construction. Guided three fire inspectors, full-time and part-time plan reviewers, and three volunteer fire inspectors. Submitted ideas on annual budget.

Key Accomplishments:

- Led committee to decrease ISO ranking from ISO 4 to ISO 2.
- A major goal was to have all commercial buildings install fire sprinklers, this included new and buildings being renovated.

Prior experience as **Battalion Chief of Rescue** for Plantation Fire Department, Plantation, FL; **Athletic Supervisor**, City of Plantation Parks and Recreation, Plantation, FL; **Battalion Chief** for City of Lauderhill Fire Department, Lauderhill, FL

Education & Training

Bachelor of Science in Emergency Service Management
UNION INSTITUTE AND UNIVERSITY | Online | 2019

Associate of Science in Fire Science
BROWARD COLLEGE | Davie, FL

Chief Fire Officer (CFO), Center for Public Safety Excellence, Expires 2023

State Fire Safety Inspector, Expires 2023

State Instructor III, Expires 2024

Paramedic (PMD), State of Florida, Expires 2022

Emergency Medical Technician (EMT), State of Florida, 2022

Organizational Management Program, Emergency Services Leadership Institute, University of Florida

Certificate of Compliance, Division of State Fire Marshal

Fire Plans Reviewer, Broward County Board of Rules and Appeals

Firefighter, State of Florida

Fire Officer 1 & 2, State of Florida

NIMS, FEMA, IS100, 200, 300, 400, 701, 703, 704, 706, 800

BLS, American Heart Association, Healthcare Provider

ACLS, Advanced Cardiac Life Support, American Heart Association

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 09/21/2021

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Review Project Risk Ranking Report for the ARPA "Respond, Recover, Rebuild" (RRR) Plan.

STATEMENT OF ISSUE

As you are aware, Highlands County was awarded a federal grant in the amount of \$20,632,184. These funds, as approved through the American Rescue Plan Act, will arrive in two tranches: the first arrived back in June, and the second to arrive approximately 1 year after the first payment arrived. We will have until December 31, 2024 to obligate the funds, and until December 31, 2026 to fully expend those funds. The funds have stringent guidelines on how they can be spent.

Administration requested that the Directors submit a list of proposed projects that they felt might be eligible to qualify for ARPA funding. Due to the level of complexity of the US Treasury's rules on what qualifies as eligible expenses, Highlands County has contracted with Government Services Group, Inc. (GSG) to provide an outsider's perspective on the risk involved with each of the proposed projects. These risk levels have been ranked from 1 through 4, with 1 having the least risk and being expressly defined as an allowable risk, and 4 not likely to be eligible based on the guidelines.

Based on the suggestions and potential risks, Administration has created a proposed spending plan, known as Highlands County's Respond, Recover, Rebuild (RRR) Plan, being presented for your consideration.

A representative from GSG will be presenting the project "risk assessment" findings in-person at the meeting and will be available for questions.

RECOMMENDED ACTION

Move to approve Highlands County's RRR plan as presented, pending the US Treasury's Final Rule.

FISCAL IMPACT

The fiscal impact in the current fiscal year is \$10,316,092 and will affect several funds but the allocation to the different funds is unknown at this time. In addition, the second installment of \$10,316,092 will be received in FY 21/22 and the fiscal impact for the funds affected will be determined once the different projects are approved.

Attachments: [Highlands County FL -Draft v09 15 2021.pdf](#)
[ARPA Spreadsheet for BOCC.pdf](#)



Highlands County, Florida

*A Local Application of the American Rescue Plan
Draft v September 15, 2021*

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

ARPA Overview	1
Restrictions on the Uses of ARPA Funds.....	2
Critical Success Factors to Implementing the Highlands County ARP	3
Lessons Learned from the CARES Act	4
\$350 billion State & Local Fiscal Recovery Fund (SLFRF).....	4
The County's Proposed Use of ARPA Funds.....	5
Supplemental Programs	9
Timeline	10
Conclusion	11

ARPA Overview



Figure 1: Eligible Uses of ARP Funds[Source: GSG]

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan ("ARPA"), is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The timing of guidance is predicated on the Act itself that stipulates the U.S. Treasury will disburse payments in two (2) installments, or "tranches," with the first distribution no later than 60 days from the date of the enactment and the second distribution no earlier than twelve months after the first payment. Costs must be incurred from March 2021 to December 31, 2024, and expensed by December 31, 2026. Below are a couple of main points from the American Rescue Plan:

1. Payment of Funds

- Cities with populations over 50,000 ("metropolitan cities") and all counties that are units of general local government (which includes political subdivisions) shall receive direct payments from Treasury. Smaller cities ("non-entitlement units of local government") with populations under 50,000 shall receive the State's allocations. There will be two payments made as follows:

- First payment within sixty (60) days of enactment of the Act for fifty (50) percent of an entity's allocation, and
- Second payment no earlier than twelve (12) months after the date on which the first amount is paid, for up to the remaining fifty (50) percent of an entity's allocation. Guidance regarding the requirements on receiving the 2nd payment will be issued at a later date.

2. Use of Funds

The American Rescue Plan Act (ARPA) presents a once-in-a-lifetime opportunity for Highlands County to help create a more resilient economic ecosystem. The County's American Rescue Plan (Plan) provides the citizens with the means to achieve economic rejuvenation, build secure and robust public spaces, and accelerate otherwise long-term infrastructure projects. Figure 1 illustrates eligible uses of ARPA funds.

Restrictions on the Uses of ARPA Funds

While the U.S. Treasury will provide additional guidance, the ARPA funds allocated to states have identified the initial restrictions. These restrictions are:

1. **Net Reduction in Tax Revenue:** If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from sources other than the Coronavirus State Fiscal Recovery Funds by enacting policies to raise other sources of revenue by cutting spending or through higher revenue due to economic growth.
2. **Deposits into Pension Funds:** Funding may not be used to deposit into pension funds. Treasury defines “deposit” as an extraordinary contribution to a pension fund to reduce an accrued, unfunded liability. Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use.
3. **Other Restrictions on Use:** Funding debt service, legal settlements, or judgments. Deposit to any rainy-day funds or financial reserves. Additional restrictions may apply.
4. **Funding:** Funds must be spent (obligated) by the end of the calendar year 2024 and expended by December 31, 2026.



Critical Success Factors to Implementing the Highlands County ARP



The U.S. Treasury released the Interim Final Rule on May 10, 2021. The guidance, once finalized, will provide additional guidance and criteria to the eligible uses of the funds.

The County believes the following factors are critical to the success of the Plan. These factors include:

1. Maximize the Funding Allocation by leveraging the Funds with complimentary programs, as allowed, to multiply the investment, maximizing economic expansion into the local community.
2. Minimize Claw-back Risks
3. Preserve Payment Accuracy
4. Continuous Monitoring and Communication

Figure 2 illustrates these points and provides additional information related to each success factor.

Figure 2: Critical Success Factors [Source: GSG]

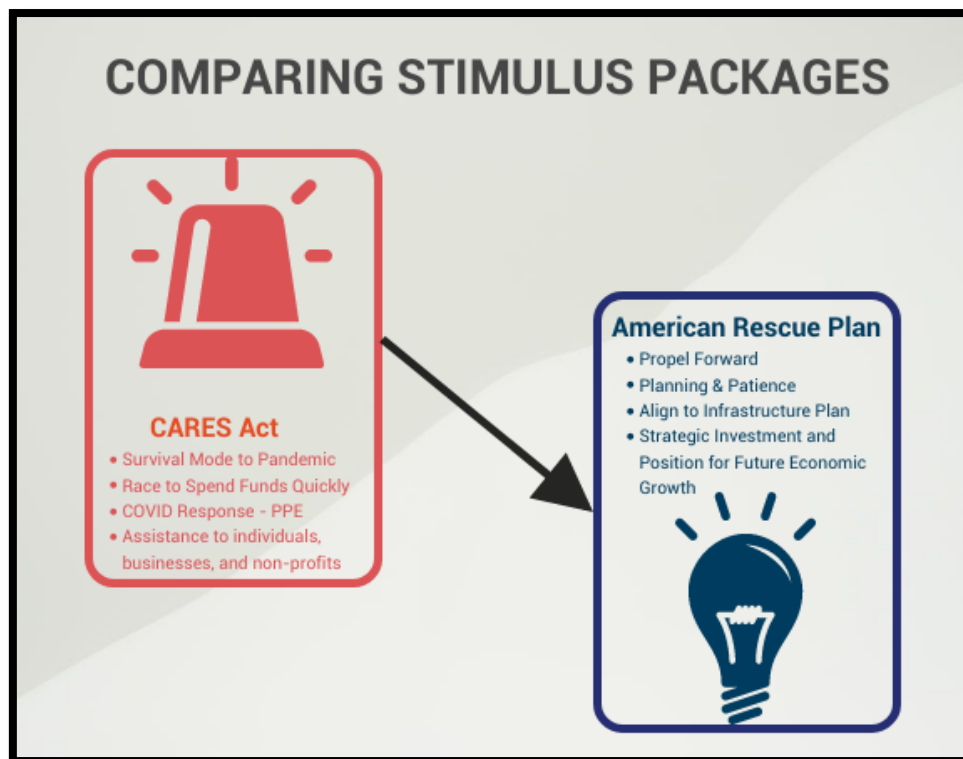


Figure 3: CARES versus ARP [Source: GSG]

illustrates the differences between the CARES Act and the ARPA Plan. While CARES was “surviving the pandemic,” ARPA is about “strategic investments into the future.” By leveraging the lesson learned from CARES, the County is prepared to navigate complicated program requirements.

\$350 billion State & Local Fiscal Recovery Fund (SLFRF)

SLFRF provides \$350 to remedy rising costs and falling revenues. SLFRF will enable local government to address strategic economic and infrastructure investments and address governmental budget shortfalls. A significant difference between CARES and ARPA is that the U.S. Treasury included all government entities in the distribution of ARPA funds. Under ARPA, the City of Sebring is receiving a separate allocation of \$2.9 million.

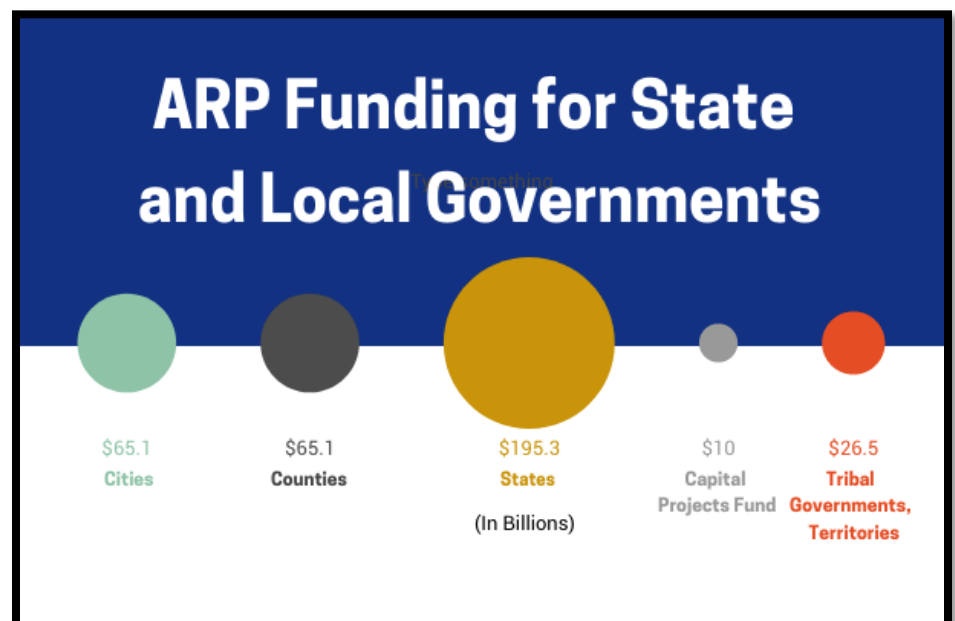


Figure 4: ARPA State and Local Government Funding [Source: GFOA]

Lessons Learned from the CARES Act

On March 27, 2020, Congress passed the “Coronavirus Aid, Relief, and Economic Security Act” (the “CARES Act”) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic.

The County received CARES Act Funds totaling around \$18.4 million. The CARES Act provided critical financial assistance to non-profits, small businesses, and individuals for utility, foreclosure, and rental assistance. Figure 3

The County's Proposed Use of ARPA Funds

In assessing how best to use these funds, officials from respective departments within the County Administration met to discuss potential projects that would have a lasting and positive impact on the communities they serve. GSG assisted the County in the selection process of the projects, culminating in a spending plan that addresses the needs of the community while mitigating risk and maximizing impact. The following criteria were used to assess the risk of the proposed projects:

Risk Rating	Criteria per Interim Final Rule
1 – Minimal Risk	Explicitly eligible.
2 – Low Risk	Eligible through general interpretation.
3 – Moderate Risk	Loose/tangential interpretation, or legal memo recommended.
4 – High/Unknown Risk	No connection to COVID-19 impacts, or unquantifiable risk factor.

Figure 5: Risk Evaluation Metrics [Source: GSG]

Highland County's plan will continue to evolve as the U.S. Treasury clarifies the American Rescue Plan Act. Based on prior experience with the CARES Act, the U.S. Treasury will likely issue numerous guidance updates over the next 36 months. Based on information obtained from the National Association of Counties, the Association has submitted over 200 clarification questions to the U.S. Treasury requesting additional information. Like many Florida governments, the County recognizes the potential economic uncertainty ahead. In future unexpected needs or potential Congressional changes to the authorized uses of these funds, the County can adjust ARPA funds to optimize this opportunity.

As of the date of this report, the County is anticipating the Final Rule to be released. The following list is considered provisional until the final rule has been released and the proposed programs reviewed for compliance and allowability. The County is receiving a total allocation of approximately \$20.6 million.

ARPA Category	Code	Description	Amount	Risk
1.0 Public Health	1.10 Mental Health Services	Mental Health Tele-Health	\$25,000	1
1.0 Public Health	1.10 Mental Health Services	CAC	\$42,000	1
1.0 Public Health	1.12 Other Public Health Services	Generators for Admin/Jail	\$40,000	1
1.0 Public Health	1.4 Prevention in Congregate Settings	COVID Jail Master Plan	\$250,000	1
1.0 Public Health	1.4 Prevention in Congregate Settings	Dispatch Console Upgrade	\$1,660,000	2
1.0 Public Health	1.4 Prevention in Congregate Settings	Bridge Building Expansion	\$300,000	1
1.0 Public Health	1.4 Prevention in Congregate Settings	County Vehicles	\$360,000	2
1.0 Public Health	1.4 Prevention in Congregate Settings	Installation of UV-C light filters in the AC System	TBD	2
1.0 Public Health	1.4 Prevention in Congregate Settings	Virtual Communication Licenses	\$150/comp	2
1.0 Public Health	1.6 Medical Expenses	Human Services	\$4,000	1
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	Road & Bridge Main Facility Upgrades	\$100,000	1
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	Storage Facility for Emergency Items	\$400,000	2
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	Annex Remodel	\$125,000	1
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	Drive-Thru Expansion	\$62,648	2
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	EOC Expansion and Upgrade	\$2,800,000	1
1.0 Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	Hurricane Shelter/Civic Center	\$5,000,000	1
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Quarantine)	Work from Home Stipend	TBD	3
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Quarantine)	Monitors	\$3,000	2

1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Quarantine)	Laptop Computer	\$3,000	2
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Communications)	Mail-In Election Process	\$45,590	1
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Communications)	Development Software	\$150,000	2
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Enforcement)	Water Bottle Refilling Station	\$5,200	2
1.0 Public Health	1.8 Other Covid-19 Public Health Expenses (Enforcement)	Body Scanner	\$159,000	2
2.0 Economic Impact	2.1 Housing Assistance: Food Programs	Healthy Families COVID Assistance	\$25,000	3
2.0 Economic Impact	2.12 Aid to Other Impacted Industries	Veterans Services	\$6,500	2
2.0 Economic Impact	2.13 Other Economic Support	Healthy Families Equipment	\$5,000	3
2.0 Economic Impact	2.13 Other Economic Support	Retail Market Analysis	\$40,000	3
2.0 Economic Impact	2.9 Small Business Economic Assistance	Small Business Relief Program	\$500,000	1
2.0 Economic Impact	3.3 Education Assistance: Academic Services	Library Outreach/Upgrades	\$175,000	2
5.0 Infrastructure	5.1 Clean Water: Centralized Wastewater Treatment	Avon Park Wastewater Infrastructure Enhancements	\$4,000,000	1
5.0 Infrastructure	5.16 Broadband: "Last Mile" Projects	Middle-and Last-Mile Networking	\$500,000	1
5.0 Infrastructure	5.16 Broadband: "Last Mile" Projects	Middle-and Last-Mile Wireline	\$500,000	1
5.0 Infrastructure	5.16 Broadband: "Last Mile" Projects	Middle-and Last-Mile Wireless	\$500,000	1
5.0 Infrastructure	5.17 Broadband: Other Projects	Spring Lake Broadband Request	\$1,250,000	1
5.0 Infrastructure	5.17 Broadband: Other Projects	County's Broadband Request	\$4,500,000	1
5.0 Infrastructure	5.5 Clean Water: Other Sewer Infrastructure	Septic to Sewer for EOC	\$1,000,000	1
6.0 Revenue Replacement	6.1 Provision of Government Services	Intrusion Detection and Prevention Systems	\$500,000	4
6.0 Revenue Replacement	6.1 Provision of Government Services	Security Incident Response & Recovery	\$500,000	4
6.0 Revenue Replacement	6.1 Provision of Government Services	Security Culture and Awareness	\$500,000	4
6.0 Revenue Replacement	6.1 Provision of Government Services	Third-Party Risk Assessments	\$500,000	4
6.0 Revenue Replacement	6.1 Provision of Government Services	Business Continuity Planning	\$500,000	4
6.0 Revenue Replacement	6.1 Provision of Government Services	Avon Park EMS Station Replacement	\$3,000,000	4

7.0 Administrative	7.1 Administrative Expenses	Administrative Costs	\$500,000	1
7.0 Administrative	7.1 Administrative Expenses	Administrative Costs	\$500,000	4
Total Amount Requested			\$30,792,938	
Total Funding Received			\$20,600,000	
Amount Exceeding Award			\$10,192,938	

Figure 6: County's Proposed Use of ARPA Funds [Source: Highlands County and GSG]

Currently, the amount of requested funding exceeds the amount awarded by ~\$10.2 million. An initial risk weighting has been assessed on each project based on allowability under the current guidelines set forth in the Interim Final Rule, as well as the risk and impact of potential clawback of funds from the Treasury Department.

For additional consideration when selecting projects for ARP award usage, the County should be aware of the current supply chain constraints placed on raw materials, goods, and supplies. This has created delays in project initiations, as well as increases in unit costs to local governments. Funding estimates should be given allowance for overrun, and it is recommended to designate a discretionary amount of 10-15% of the total award for "Unmet Needs."

Upon the issuing of the Final Rule, the County will have a clearer guide to both the allowability and risk of the proposed projects and will reassess the spending plan as needed.

Supplemental Programs

The following State and Federal programs are available to individuals, businesses, and non-profits. These programs are in addition to the County's ARPA Plan.

State Government Aid Programs

Program	Amount	Recipient	Purpose
Homeowner Assistance Fund	\$10 billion	States (to households)	Delinquent mortgage payments (mandate to prioritize socially disadvantaged households)
Emergency Rental Assistance Fund	\$21.6 billion	States (to households)	Delinquent rent and utility payments (\$2.5 billion targeted for "high-need grantees")
Small Business Credit Initiative	\$10 billion	States (to households)	Funding of small business credit expansions, including \$500 million for businesses with <10 employees
Employee Retention Credit & Paid Leave Credit		Small businesses	Allows businesses to offset payroll tax liability up to \$7,000/employee/qtr. Paid leave credits extended through 9/21
Restaurant Revitalization Fund	\$10 billion	Restaurants and other eligible businesses	Funding of pandemic-related revenue loss up to \$10 million per business, \$5 million per physical location
Elementary & Secondary School Assistance	\$21.6 billion	School districts	Mitigation of learning loss through implementing summer learning, afterschool programs, or extended school year programs.
Higher Education Assistance	\$10 billion	Colleges and Universities	Emergency financial aid grants to students, as well as outreach to financial aid applicants experiencing recent unemployment.
Airports	\$10 billion	Airport authorities	Funds to offset COVID mitigation related costs, and debt service payments
Public Transportation	\$21.6 billion	Public transit systems	Public transit payroll reimbursement, lost revenue reimbursement, administrative leave payments due to reductions in service

Figure 7: the State of Florida sponsored Supplemental Programs

Federal Grant Programs

Program	Amount	Recipient	Purpose
Florida Department of Children and Families - Emergency Rental Assistance Program	\$800+ million	Households	Helping Florida Recover and Rebuild From the COVID-19 Public Health Emergency
Florida Community Loan Fund	Unknown	Nonprofits and Small Business	COVID-19 Resources for Florida Nonprofits and Small Businesses providing loans and other financial assistance
Florida State Minority Supplier Development	Unknown	Minority Business Enterprises	COVID-19 Business Resources, Services and Assistance to Foster Equity in Business
Florida Department of Education	Unknown	K-12 Schools	CARES Approved Grant Plans & Opportunities
Florida Department of Health	Unknown	Various	Promote, Promote, and Improve the Health of All People in Florida Through Integrated State, County & Community Efforts
Institute for Nonprofit Innovation and Excellence	Unknown	Nonprofits	To Strengthen the Capacity and Impact of Nonprofits Through Education, Collaboration, and Advocacy
Florida Housing Finance Corporation	See "Our Florida" Program	Households	Directs Application to "Our Home" Program Administered by FL DCF

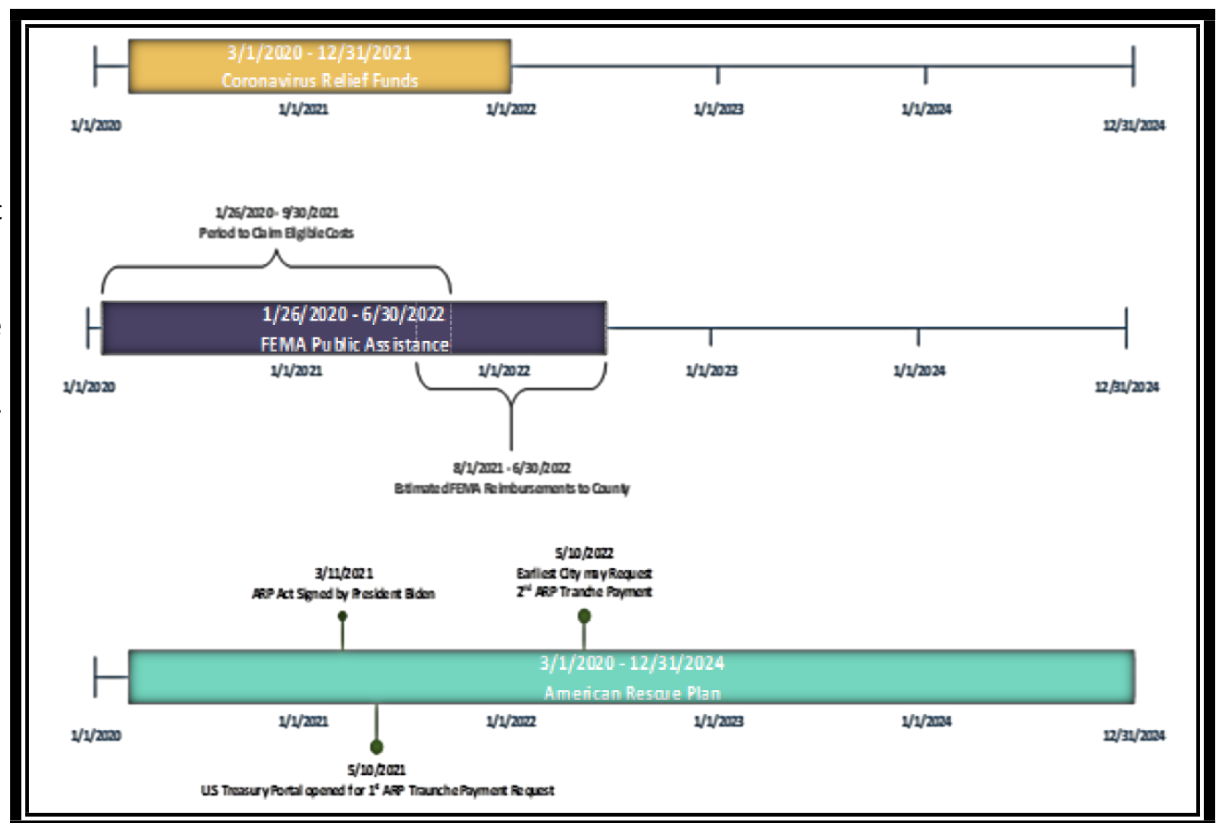
Figure 8: Federal Government-sponsored Supplemental Programs

Timeline

Figure 8 illustrates the overlapping timelines for the County's CARES, FEMA COVID-19 Public Assistance, and the American Rescue Plan.

A timeline for the Infrastructure Bill is TBD, but its potential passage remains in the County's consideration.

Figure 9:
Overlapping
Federal Program
Timelines
[Source: GSG]



With the various overlapping program guidelines, the County must leverage the lessons learned from the CARES Act, FEMA PA, and other grants programs to manage the following activities, such as:

- Eligibility Determination
- Duplication of Benefits
- Financial and Programmatic Compliance Documentation
- Timely Reporting

Conclusion

This report will serve as the guiding framework for developing specific strategic initiatives, projects, and programs aligned with ARPA. The framework provides several advantages to the County, including:

- The flexibility to revise the Plan based on changing County priorities, additional guidance from the U.S. Treasury and integrating the ARPA projects into the County's budgetary process.
- Allowing the County the flexibility to design programs that maximize the County's allocation of ARPA dollars.
- Flexibility to leverage the County's allocation of ARPA dollars, where allowable, against State and Regional programs. An example could be the Florida Association of Counties' Access 67 initiative, which could leverage monies to expand broadband in our underserved communities.

Upon issuing the final rule, the County staff will provide the County Commission with a final list of programs or initiatives for consideration. The final Plan submitted to the County Commission to consider will include specific projects, programs, initiatives, and supporting cost information.

Recommended Projects

Project Type	Department	Project Description	ARPA Category	ARPA Reporting Code	Risk Score	Amount
Human Services	Community Development	Create outreach for prescription drug programs to assist with clients getting the medical care they need. Also includes equipment for tele-work	Public Health	1.6 Medical Expenses	1	\$ 4,000.00
Mental Health Tele-Health	Community Development	Mental health services to be contracted out on behalf of the clients; increase in cases	Public Health	1.10 Mental Health Services	1	\$ 25,000.00
Generators for Admin/Jail	Sheriff	Building generator in admin areas and front of jail to run air conditioning in those areas, which wouldn't allow thir air filtration systems to work in a power outage/hurricane situation	Public Health	1.12 Other Public Health Services	1	\$ 40,000.00
CAC	Community Development	Additional dollars for mental health services for clients due to an increased caseload due to covid-10	Public Health	1.10 Mental Health Services	1	\$ 42,000.00
Mail-In Election Process	Supervisor of Elections	Equipment to assist with increased demand of main in ballots and processing, and electronic voter verification system	Public Health	1.8 Other Covid-19 Public Health Expenses (Communications)	1	\$ 45,590.00
Annex Remodel	Development Services	Remodel and configure the 1st floor staff areas to allow social distancing amongst staff (currently unable to keep 6ft distance amongst employees)	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1	\$ 125,000.00
COVID Jail Master Plan	Sheriff	Assist HCSO in creating design plans for expanding the infirmary and isolation areas to allow for social distancing and quarantine of inmates; allowing budgeting of future buildout	Public Health	1.4 Prevention in Congregate Settings	1	\$ 250,000.00
Septic to Sewer for EOC	EOC	Sewer system at the EOC are maxed out, and an expansion cannot be done without transitioning to sewer. This would require a sizable expansion	Investments in Water, Sewer, and Broadband Infrastructure	5.5 Clean Water: Other Sewer Infrastructure	1	\$ 1,000,000.00
Spring Lake Broadband Request	Spring Lake	Request for a portion of the funding needed to provide fiber optic capability to Spring Lake and underserved areas	Investments in Water, Sewer, and Broadband Infrastructure	5.17 Broadband: Other Projects	1	\$ 1,250,000.00
EOC Expansion and Upgrade	Public Safety	Current place does not follow covid CDC compliance; kitchen has no place where to sit and eat and bathrooms are limited. Need to help increase hygiene and privacy personnel during activations.	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1	\$ 2,800,000.00
County's Broadband Request	County	Request a portion of the funding needed for a long-term fiber optic broadband installation in key areas throughout the county. This would allow them to "dig once" and install conduit when the ground is opened up for other roadside projects It's meant to connect the community and those with lower connectivity and sub-par speeds	Investments in Water, Sewer, and Broadband Infrastructure	5.17 Broadband: Other Projects	1	\$ 4,500,000.00

Hurricane Shelter/Civic Center	Engineering	Large facility designed to shelter residents during weather events while maintaining social distance criteria, along with a pet shelter. Large enough to stage major events like vaccines, testing, or POD. Could be used as a civic center year-round when not used for emergency purposes	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1	\$ 5,000,000.00
Road & Bridge Building Expansion	Road & Bridge	Increasing hurricane activity has consistently put Highlands County staff in activation mode pertaining to spending the night. Our buildings do not have the capacity to social distance the number of staff here during this time	Public Health	1.4 Prevention in Congregate Settings	1	\$ 300,000.00
Road & Bridge Main Facility Upgrade	Road & Bridge	Deep cleaning, carpet replacement, ceiling tiles, upgraded ventilation, hands free door pulls, mail slots for office	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	1	\$ 100,000.00
Veterans Services	Community Development	Increased outreach efforts and equipment required for efforts	Economic	2.12 Aid to Other Impacted Industries	2	\$ 6,500.00
Drive-Thru Expansion	Health Department	Install a 20x40 covered vehicle drive-thru area. Could be used for drive-thru testing or other services requiring limited patient contact	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	2	\$ 62,648.00
Development Software	Development Services	Software would be used to allow electronic submittal of building plans, planning and zoning request, and make payments electronically to reduce the in-person contact	Public Health	1.8 Other Covid-19 Public Health Expenses (Communications)	2	\$ 150,000.00
Body Scanner	Sheriff	Body scanner to alleviate need for close proximity during intake	Public Health	1.8 Other Covid-19 Public Health Expenses (Enforcement)	2	\$ 159,000.00
Water Bottle Refilling Station	Road & Bridge	Touch-free option for water bottle filling	Public Health	1.8 Other Covid-19 Public Health Expenses (Enforcement)	2	\$ 5,200.00
Computer Equipment	Road & Bridge	Laptops and monitors to aid in remote work	Public Health	1.8 Other Covid-19 Public Health Expenses (Quarantine)	2	\$ 9,000.00
Storage Facility for Emergency Items	Road & Bridge	A need for storage space for emergency related instances (covid/hurricane/etc.) Covid related items created much congestion in the warehouse due to limited storage.	Public Health	1.7 Capital Investments or Physical Plant Changes to Public Facilities that Respond to the Covid-19 Public Health Emergency	2	\$ 400,000.00
Library Outreach/Upgrades	Community Development	Create ability for outreach for those who cannot reach libraries in the unincorporated areas	Economic	3.3 Education Assistance: Academic Services	2	\$ 175,000.00
Dispatch Console Upgrade	Sheriff	Dispatch console upgrade, reaching "suggested end-of-service" in October. This would allow the dispatchers to work in 2 different locations to minimize transmission of COVID by working separately	Public Health	1.4 Prevention in Congregate Settings	2	\$ 1,660,000.00
PROJECT TOTALS						\$ 18,108,938.00

Projects with Higher Risk/Don't Follow US Treasury Guidelines/Duplication of Currently Available Programs						
Healthy Families Equipment	Community Development	Computers for Healthy Families staff members when visiting clients	Economic	2.13 Other Economic Support	3	\$ 5,000.00
Healthy Families COVID Assistance	Community Development	Funding for essentials for clients (food, rental, housing, clothing, etc.)	Economic	2.1 Housing Assistance: Food Programs	3	\$ 25,000.00
Small Business Relief Program	Development Services	Assistance for small businesses	Economic	2.9 Small Business Economic Assistance	1	\$ 500,000.00
Retail Market Analysis	Development Services	The pandemic impacted brick and mortar businesses, including retail. A study is needed to determine the future of retail to create resiliency and best use of that space through diversification of the local economy.	Economic	2.13 Other Economic Support	3	\$ 40,000.00
Intrusion Detection and Prevention Systems	Clerk	Datacenter and edge hardware/software	Economic	6.1 Provision of Government Services	4	\$ 500,000.00
Security Incident Response & Recovery	Clerk	Ransomware detection and remediation	Economic	6.1 Provision of Government Services	4	\$ 500,000.00
Security Culture and Awareness	Clerk	Education and software services	Economic	6.1 Provision of Government Services	4	\$ 500,000.00
Third-Party Risk Assessments	Clerk	Professional services and software	Economic	6.1 Provision of Government Services	4	\$ 500,000.00
Business Continuity Planning	Clerk	Professional services	Economic	6.1 Provision of Government Services	4	\$ 500,000.00
Administrative Costs	Clerk	Admin for high-risk items as listed above	Administrative	7.1 Administrative Expenses	4	\$ 500,000.00
Middle-and last-Mile Networking	Clerk	Switches, routers, optics, and transceivers	Infrastructure	5.16 Broadband: "Last Mile" Projects	1	\$ 500,000.00
Middle-and last-Mile Wireline	Clerk	Fiber and copper infrastructure (primary)	Infrastructure	5.16 Broadband: "Last Mile" Projects	1	\$ 500,000.00
Middle-and last-Mile Wireless	Clerk	Wireless network equipment (backhaul)	Infrastructure	5.16 Broadband: "Last Mile" Projects	1	\$ 500,000.00
Administrative Costs	Clerk		Administrative	7.1 Administrative Expenses	1	\$ 500,000.00
Avon Park Wastewater Infrastructure Enhancements	Avon Park	Help to expand Avon Park's wastewater treatment plant capacity upgrades, which will allow for more septic treatment	Investments in Water, Sewer, and Broadband Infrastructure	5.1 Clean Water: Centralized Wastewater Treatment	1	\$ 4,000,000.00
County Vehicles	Road & Bridge	Additional vehicles would allow us to maintain social distancing amongst staff	Public Health	1.4 Prevention in Congregate Settings	2	\$ 360,000.00
UV-C Light System in AC	Road & Bridge	Provide air disinfectant through AC system	Public Health	1.4 Prevention in Congregate Settings	2	TBD
Avon Park EMS Station Replacement	Public Safety	Split the unit into one on the east side of the tracks and one on the west. Need a maximum of \$1.5 million for each facility to be able to house a medic unit, a reserve unit, and have 1 space available for a future - either a firetruck or supervisor	Public Health	6.1 Provision of Government Services	4	\$ 3,000,000.00
PROJECT TOTALS						\$ 12,930,000.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of two (2) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.

STATEMENT OF ISSUE

The Hospital District Board members reviewed grant requests from community agencies and have made recommendations for the Health Services Grant Funds for FY21/22. Before the Board , two (2) grant agreements between the Highlands County BOCC and the Champion for Children Foundation of Highlands County, Inc: 1. \$15,000 - Prevention Services, 2. \$7,000 - Vision Quest.

RECOMMENDED ACTION

Move to approve the two (2) Health Services Grant Agreements for FY 2021-2022 for the Champion for Children Foundation of Highlands County per the recommendation of the Highlands County Hospital District Board.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2021-2022 budget.

Attachments: [2021-22 List of Grant Recommendations.docx](#)
[Champion for Children Foundation - Preven Services.pdf](#)
[Champion for Children Foundation - Vision Quest.pdf](#)



HIGHLANDS COUNTY HOSPITAL DISTRICT
BOARD OF COMMISSIONERS
Dependent Special District
600 S. Commerce Avenue, Sebring, Florida 33870
Office (863) 402-6940 Fax (863) 402-6627 www.highlandsfl.gov

RECOMMENDATIONS FOR 2021-2022 HEALTH SERVICES GRANT FUNDING

1.	Central Florida Health Care, Inc.	10,000
2.	Champion for Children Foundation of Highlands County, Inc.	22,000
	❖ Prevention Services	15,000
	❖ Vision Quest	7,000
3.	Change of Pace, Inc	8,556
4.	Disabled American Veterans Ridge Chapter 49	12,678
5.	Florida Department of Health Highlands	65,000
6.	Peace River Center for Personal Development, Inc.	25,000
7.	Ridge Area ARC, Inc	5,000
8.	The Ruth E. Handley Children's Advocacy Center <i>(no grant agreement)</i>	38,000
9.	Samaritan's Touch Care Center, Inc.	75,000
10.	South Florida State College Foundation, Inc.	11,500
Recommendation Total		\$ 272,734

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O Box 7125 Sebring, Florida 33872; FEIN65-0444941 ("GRANTEE"), as of this 30 day of August, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund increased medical exams, medical assistance, medical treatment and/or medical equipment which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE \$15,000 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEES, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Carissa Marine
Champion for Children Foundation
P.O Box 7125
Sebring, Florida 33872

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 30 day of August, 2021.

GRANTEE

By: CEJ

Print: Carissa J. Marine

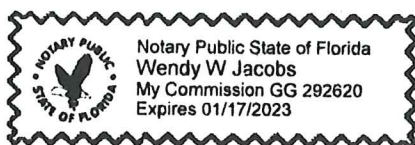
Title: CEO

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as CEO, of Champion for Children Fund, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30th day of August, 2021.

(stamp)



Wendy W. Jacobs
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O. Box 7125 Sebring, Florida 33872 FEIN 65-0444941 ("GRANTEE"), as of this 30th day of August, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund eye health tests and preventive vision screenings which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE \$7,000 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEES, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Carissa Marine
Champion for Children Foundation
P.O Box 7125
Sebring, Florida 33872

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 30 day of August, 2021.

GRANTEE

By: CEJ

Print: Carissa J. Marine

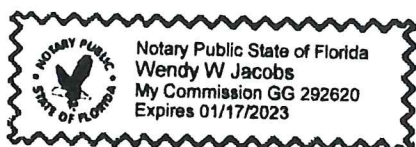
Title: CEO

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as CEO, of Champion for Children Fund, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 30th day of August, 2021.

(stamp)



Wendy W. Jacobs
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of seven (7) Health Services Grant Agreements for FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.

STATEMENT OF ISSUE

The Hospital District Board members reviewed grant requests from community agencies and have made recommendations for the Health Services Grant Funds for FY21/22. Before the Board, grant agreements between the Highlands County BOCC and this year's Grantees. 1. Central Florida Health Care, Inc.: \$10,000, 2. Change of Pace, Inc.: \$8,556, 3. DAV Ridge Chapter 49: \$12,678, 4. Florida Department of Health Highlands: \$65,000, 5. Peace River Center for Personal Development, Inc.: \$25,000, 6. Ridge Area ARC, Inc.: \$5,000, 7. Samaritan's Touch Care Center, Inc.: \$75,000.

RECOMMENDED ACTION

Move to approve the seven (7) Health Services Grant Agreements for the FY 2021-2022 per the recommendation of the Highlands County Hospital District Board.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. These grants are included in the FY 2021-2022 budget.

Attachments: [2021-22 List of Grant Recommendations.docx](#)
[Central FL Health Care.pdf](#)
[Change of Pace.pdf](#)
[DAV Ridge Chapter 49.pdf](#)
[Florida Dept of Health Highlands.pdf](#)
[Ridge Area ARC.pdf](#)
[Samaritan's Touch Care Center.pdf](#)
[Peace River Center.pdf](#)



HIGHLANDS COUNTY HOSPITAL DISTRICT
BOARD OF COMMISSIONERS
Dependent Special District
600 S. Commerce Avenue, Sebring, Florida 33870
Office (863) 402-6940 Fax (863) 402-6627 www.highlandsfl.gov

RECOMMENDATIONS FOR 2021-2022 HEALTH SERVICES GRANT FUNDING

1.	Central Florida Health Care, Inc.		10,000
2.	Champion for Children Foundation of Highlands County, Inc.	22,000	
	❖ Prevention Services		15,000
	❖ Vision Quest		7,000
3.	Change of Pace, Inc		8,556
4.	Disabled American Veterans Ridge Chapter 49		12,678
5.	Florida Department of Health Highlands		65,000
6.	Peace River Center for Personal Development, Inc.		25,000
7.	Ridge Area ARC, Inc		5,000
8.	The Ruth E. Handley Children's Advocacy Center <i>(no grant agreement)</i>		38,000
9.	Samaritan's Touch Care Center, Inc.		75,000
10.	South Florida State College Foundation, Inc.		11,500

Recommendation Total \$ 272,734

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and CENTRAL FLORIDA HEALTH CARE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 45 5th Street NW Winter Haven, FL 33881; FEIN #59-1404594 ("GRANTEE"), as of this day of Sept 1, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund increased diabetes awareness, education, and case management for current diabetes patients.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

- 1. Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
- 2. Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
- 3. Compensation.** The COUNTY agrees to pay GRANTEE **\$10,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used on services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
- 4. Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

- 5. Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
- 6. Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,

OR

 - b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

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The GRANTEE, 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.

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The GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEEs, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Jennifer (Jen) Singleton, RN.
Central Florida Health Care
45 5th Street NW
Winter Haven, FL 33881

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 1st day of September, 2021.

GRANTEE

By: Ann Claussen

Print: Ann Claussen

Title: CEO

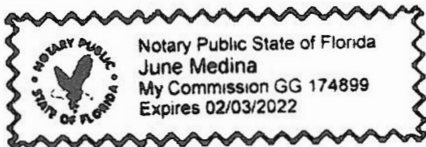
STATE OF FLORIDA

COUNTY OF Folk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Ann Claussen, as CEO, of CFHC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1 day of September, 2021.

(stamp)

Jane Medina
NOTARY PUBLIC, State of Florida



**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (“COUNTY”) and CHANGE OF PACE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4514 Hammock Road Sebring, FL 33872 FEIN 35-2390416 (“GRANTEE”), as of this 1st day of September, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District (“HOSPITAL DISTRICT”) has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE’s Application for Health Services Grant (“APPLICATION”) to partially fund an activities coordinator and therapeutic programming including music, art, other activities, and supplies which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

- 1. Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
- 2. Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
- 3. Compensation.** The COUNTY agrees to pay GRANTEE \$8,556 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
- 4. Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- It is understood that the GRANTEE 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.
- The GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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.
- The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEES, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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.

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This Agreement shall only be assignable by the GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Cora Schwingel
Change of Pace, Inc.
4514 Hammock Road
Sebring, FL 33872

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.

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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.

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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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE list.

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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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE’s breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 1st day of September, 2021.

GRANTEE

By: Cora Schwingel

Print: Cora Schwingel

Title: Administrator

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Cora Schwingel, as Administrator, of Change of Pace Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced FL Drivers license as identification, and who did/did not take an oath this 1 day of September, 2021.

(stamp)



Leanne Onyiah
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and DISABLED AMERICAN VETERANS RIDGE CHAPTER 49, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 229 Howey Road Sebring, FL 33870; FEIN 31-0947707 ("GRANTEE"), as of this 09 day of September, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to provide for the purchase of a van to be used to transport veterans from Highlands County to outlying veteran medical facilities for medical care which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE \$12,678 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSEL.GOV

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEEs, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire 2707 E.
Jefferson Street Orlando, Florida
32803 Ssutphen@bellroperlaw.com

GRANTEE: David Fearnley Disabled American
Veterans Ridge Chapter 49 229
Howey Road Sebring, FL 33870

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE’s breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 09 day of September, 2021.

GRANTEE

By: David A. Fearnley

Print: David A. Fearnley

Title: Commander Chapter 49

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of David A. Fearnley, as Commander, of DAV Ridge Chapter 49, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced Florida Drivers License as identification, and who did ~~not~~ take an oath this 9th day of September, 2021.



Cristian Rivera
State of Florida
My Commission Expires 11/25/2023
Commission No. GG 934783

[Signature]
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and FLORIDA DEPARTMENT OF HEALTH HIGHLANDS COUNTY, a Florida executive branch agency, s, whose address and Employer Identification Number are 7205 South George Boulevard Sebring, FL 33875; FEIN F593-502-843-224 ("GRANTEE"), as of this 7 day of September, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund primary care, dental health program, diabetes program, and chronic disease which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE **\$65,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE is a State Agency or Subdivision and is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the Florida Department of Financial Services. GRANTEE certifies that it maintains, and agrees to continue to maintain during the term of this Agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and certifies that this protection extends to the GRANTEE, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in Section 768.28, Florida Statutes. GRANTEE will convey a copy of its current Certificate of Coverage upon request.

of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 - 2. The name of the insurer,
 - 3. The number of the policy,
 - 4. The effective date,
 - 5. The termination date,
- 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSEL.GOV**

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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. LIABILITY.

The GRANTEE, a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortuous acts and agrees to be liable to the limits set forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions which may result in claims against the COUNTY. Nothing herein shall be construed to be a waiver of sovereign immunity by the GRANTEE. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Section 18 shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Administrator
Florida Department of Health-Highlands County
7205 South George Boulevard
Sebring, FL 33875

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 7th day of September, 2021.

GRANTEE

By: Tiffany Collins

Print: Tiffany Collins

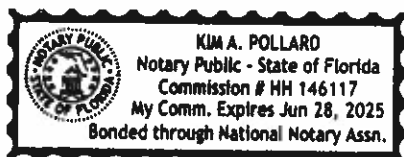
Title: Interim Administrator

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tiffany Collins, as Interim Health Officer, of Florida Dept. of Health in Highlands Co., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 7th day of September, 2021.

(stamp)



Kim A. Pollard
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and RIDGE AREA ARC, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 4352 Independence Street, Avon Park, FL 33825; FEIN 59-0829984 ("GRANTEE"), as of this 31 day of August, 2021, upon the following terms, conditions and considerations.

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District ("HOSPITAL DISTRICT") has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE's Application for Health Services Grant ("APPLICATION") to fund the community physical education program and activities, which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE \$5,000 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

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The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEES, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: Kathleen Border
Ridge Area, Inc.
4352 Independence Street
Avon Park, FL 33825

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 31 day of August, 2021.

GRANTEE

By: Kathleen Border

Print: Kathleen Border

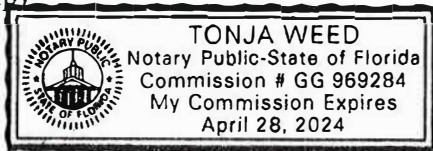
Title: CEO

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Kathleen Border, as CEO of Ridge Arc Arc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced known as identification, and who did/did not take an oath this 31 day of August, 2021.

(stamp)



Tonja Weed
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (“COUNTY”) and SAMARITAN’S TOUCH CARE CENTER, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 3015 Herring Avenue, Sebring, FL 33870, FEIN 02-0773338 (“GRANTEE”), as of this 26th day of August, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District (“HOSPITAL DISTRICT”) has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE’s Application for Health Services Grant (“APPLICATION”) to fund direct delivery of free primary and specialized medical/dental care (including the provision of FREE prescription medications) to uninsured and financially disadvantaged patients which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. **Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
2. **Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
3. **Compensation.** The COUNTY agrees to pay GRANTEE \$75,000 for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
4. **Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEEs, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: William Stephenson
Samaritan's Touch Care Center
3015 Herring Avenue
Sebring, FL 33870

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE’s breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 26th day of August, 2021.

GRANTEE

By: William Stephenson

Print: William Stephenson

Title: Executive Director

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of William Stephenson, as Executive Director, of Samaritan's Touch Care Center, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 26th day of August, 2021.

(stamp)



Tina Walker
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG187794
Expires 2/19/2022

Tina Walker
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

HEALTH SERVICES GRANT AGREEMENT

THIS HEALTH SERVICES GRANT AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (“COUNTY”) and PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O. Box 1559 Bartow, FL 33831; FEIN 59-0818924 (“GRANTEE”), as of this 2nd day of September, 2021, upon the following terms, conditions and considerations.

WITNESSETH:

WHEREAS, Pursuant to Section 36 of Chapter 04-458, Laws of Florida, the Board of County Commissioners of the Highlands County Hospital District (“HOSPITAL DISTRICT”) has transferred to the Highlands County Board of County Commissioners, by gift, surplus funds to be used exclusively for health services in Highlands County, Florida; and

WHEREAS, GRANTEE has applied for a portion of those surplus funds to be used for health services in Highlands County as more particularly set out in GRANTEE’s Application for Health Services Grant (“APPLICATION”) to fund outpatient therapy services and psychiatric services for under and uninsured Highlands County residents which is incorporated herein by this reference.

IN CONSIDERATION OF THE PROVISIONS HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

- 1. Truth.** GRANTEE represents and affirms, under penalty of perjury that the representations contained in the APPLICATION are complete, true, and correct.
- 2. Conflict.** In the event of conflicts between the APPLICATION and this Agreement, this Agreement will control.
- 3. Compensation.** The COUNTY agrees to pay GRANTEE **\$25,000** for providing the services described in the APPLICATION. The COUNTY will release the funds upon execution of this Agreement by the parties. The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2021. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure or amount in excess of the amount stated in this paragraph.
- 4. Funds.** The funds received by GRANTEE pursuant to this Agreement shall be used strictly for health services in Highlands County, Florida, in accordance with the APPLICATION, this Agreement, and Florida law.

5. **Reporting.** GRANTEE shall file, with the COUNTY Community Programs Specialist, on or before October 31, 2022, the Health Services Grant Reporting Affidavit form with supporting documentation. This report will be made on a form provided by the COUNTY, reporting the expenditure of funds received pursuant to this Agreement, in such detail as is required by the COUNTY, with an affirmation that the funds received pursuant to this Agreement as may be reasonably required by the HOSPITAL DISTRICT, the COUNTY, the State of Florida, or their respective auditors.
6. **Return of Funds.** Except for funds provided specifically for capital improvements to real property, equipment, and inventory, funds received pursuant to this Agreement must be used as described in the APPLICATION and this Agreement prior to October 1, 2022. Any funds received pursuant to this Agreement that are not used according to the terms of this Agreement and the APPLICATION on or before October 1, 2022, shall be returned to the COUNTY by the GRANTEE prior to October 31, 2022. If a court of competent jurisdiction finally determines, after all appeals, that any funds received pursuant to this Agreement have been awarded to GRANTEE or expended by GRANTEE in a violation of Florida law or this Agreement, those funds shall be returned to the COUNTY.

General Terms and Conditions

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 one (1) year beginning on October 1, 2021.

SECTION 3. SCOPE OF SERVICES.

The GRANTEE shall be responsible for performing the services described in the application. To the extent of any conflict between the application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The GRANTEE agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the GRANTEE is called to perform warranty work, the GRANTEE will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

Obligations of the GRANTEE shall include, but not be limited to, the following:

- A. It is understood that the GRANTEE 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 GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, 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 GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The GRANTEE 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 GRANTEE agrees that the GRANTEE will exercise that degree of care, knowledge, skill, and ability as any other similarly situated GRANTEE possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The GRANTEE shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The GRANTEE covenants and agrees that it and its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. All services shall be performed by GRANTEE to the satisfaction of the COUNTY.
- D. In the event that GRANTEE fails to perform all the services described under the terms of this Agreement, GRANTEE shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

SECTION 7. COMPENSATION.

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 GRANTEE 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 GRANTEE, the COUNTY will hold any amounts due until such time as the GRANTEE has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the GRANTEE.

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 GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE, or at the written request of the GRANTEE, the COUNTY shall compensate the GRANTEE 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 GRANTEE.

SECTION 10. INSURANCE.

- A. The GRANTEE 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:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;

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: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE 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 GRANTEE,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- D. The GRANTEE shall ensure that any sub-GRANTEE(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 GRANTEE shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the GRANTEE's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the GRANTEE 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

B. GRANTEE 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 GRANTEE 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 GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the contract, the GRANTEE 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 GRANTEE.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the GRANTEE, its employees, sub-GRANTEES, representatives, volunteers, and the like, will be an independent GRANTEE 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 GRANTEE will retain sole and absolute discretion in the judgment of the manner and means of carrying out the GRANTEE's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The GRANTEE, 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 GRANTEE, 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 GRANTEE 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 GRANTEE, or any of its employees, agents, sub-GRANTEES, representatives, volunteers or the like. The GRANTEE 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 GRANTEE, or any of its employees, agents,

sub-GRANTEES, 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 GRANTEE 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 GRANTEE shall be appointed in any proceeding brought by or against the GRANTEE, or if the GRANTEE shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the GRANTEE'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 GRANTEE 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 GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the GRANTEE 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
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

GRANTEE: J. William Gardam
Peace River Center, Inc.
P.O. Box 1559
Bartow, FL 33831

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 GRANTEE 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 GRANTEE warrants that the GRANTEE has not employed or retained any company or person, other than a bona fide employee working solely for the GRANTEE, to solicit or secure this Agreement, and that the GRANTEE 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 GRANTEE warrants that it is not on the convicted GRANTEE list for a public entity crime committed within the past thirty-six (36) months. The GRANTEE further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-GRANTEE, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted GRANTEE 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 GRANTEE is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The GRANTEE will further ensure that all sub-GRANTEES 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 GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE shall require any and all subGRANTEES 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 subGRANTEE shall provide an affidavit to the GRANTEE stating that the subGRANTEE does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE’s breach of this provision, any and all such costs shall be paid by the GRANTEE 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 GRANTEE 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 2nd day of September, 2021.

GRANTEE

By: J. William Gardam

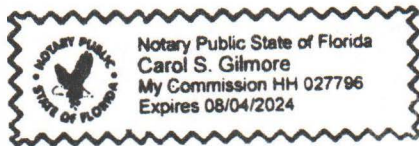
Print: J. William Gardam

Title: President & CEO

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of J. William Gardam, as President's CEO, of Peace River Center, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of September, 2021.

(stamp)



Carol S. Gilmore
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Randy Vosburg, County Administration

SUBJECT/TITLE: Request approval to appoint a commissioner to serve as Highlands County's "County Champion" for Broadband.

STATEMENT OF ISSUE

Recently, the Florida Association of Counties has requested that the Board appoint a commissioner as the "County Champion", serving as the point person in advocating for their "Access 67 Initiative". The initiative seeks to eliminate the "Digital Divide" in Florida by implementing a comprehensive approach to deliver high-speed, reliable, and affordable Broadband Internet to all Floridians.

RECOMMENDED ACTION

Move approval to appoint a commissioner to serve as the "County Champion" for Broadband.

FISCAL IMPACT

No fiscal impact.

Attachments: [Letter 9.2.21 ACCESS 67 County Champions.pdf](#)
[ACCESS 67 County Champions .pdf](#)



RALPH C. THOMAS, JR.
PRESIDENT
WAKULLA

LEE CONSTANTINE
PRESIDENT ELECT
SEMINOLE

BILL TRUEX
FIRST VICE PRESIDENT
CHARLOTTE

TERRY BURROUGHS
SECOND VICE PRESIDENT
OKEECHOBEE

MELISSA MCKINLAY
IMMEDIATE PAST PRESIDENT
PALM BEACH

VIRGINIA "GINGER"
DELEGAL
EXECUTIVE DIRECTOR

September 2, 2021

VIA ELECTRONIC MAIL

Dear BOCC Chair

County Manager/Administrator,

Over the past few years, the Florida Association of Counties (FAC) and our partners have worked diligently to address the Digital Divide that exists across the State of Florida. FAC recognizes that the lack of broadband access limits Florida's counties in delivering public safety, healthcare, economic development, and education. Last year, FAC launched the **ACCESS 67 Initiative** to implement a comprehensive approach to empower our members to develop solutions to address the impacts of the lack of access to critical telecommunication and information technology resources in Florida communities.

During this summer (2021), I announced the creation of the **Presidential Select Committee on Broadband** (Select Committee) at the FAC Annual Conference in Orlando. The Select Committee is focused on eliminating the Digital Divide in Florida by implementing a comprehensive approach to deliver high-speed, reliable, and affordable Broadband Internet to all Floridians.

Each county is requested to appoint a county commissioner with the support of county staff to serve as its **County Champion** for Broadband. **County Champions** will be the point person to assist the Select Committee and FAC in advocating, collaborating, and educating on Broadband policy for solutions and best practices. Enclosed with this letter is a Call to Action – that outlines the set of actions that the Select Committee has discussed. FAC requests full participation in this major policy priority.

The Select Committee aims to have **67 County Champions** as soon as possible to coordinate each county's response to the Florida Department of Economic Opportunity's Office of Broadband on critical broadband assets, infrastructure, and planning as well as steer future advocacy efforts of FAC.

Please respond with your appointee to the **ACCESS 67 County Champion** by Thursday, September 9th to FAC's Associate Director of Public Policy, Jeff Scala at jscala@fl-counties.com.

Thank you for your attention to this request!

Sincerely,

Ralph Thomas
President, Florida Association of Counties





Advocacy

The Presidential Select Committee on Broadband is focused on eliminating the Digital Divide in Florida by implementing a comprehensive approach to deliver high-speed, reliable, and affordable Broadband Internet to all Floridians. The Select Committee will coordinate FAC's ACCESS 67 Initiative to:

- **Advocate** for the adoption, as well as, the implementation of state and federal policies that contribute to the development of solutions that address the lack of **ACCESS** in our local communities.
- **Collaborate** with key stakeholders who share a common goal in developing solutions to address the lack of **ACCESS** in our local communities.
- **Educate** our members with local solutions by sharing best practices among Florida's counties and similar communities and organizations from around the country.

Presidential Select Committee on Broadband Members

- Chair Larry Harvey (Putnam)
- Vice Chair Greg Weiss (Palm Beach)
- Terry Burroughs (Okeechobee)
- Ken Cornell (Alachua)
- Kimblin NeSmith (Gadsden)
- Susan Adams (Indian River)
- Ron Moore (Madison)
- Eileen Higgins (Miami-Dade)
- Viviana Janer (Osceola)
- Charlie Justice (Pinellas)
- Tray Hawkins (Washington)

Establishing an ACCESS 67 County Champion

- Each BOCC chair should designate a commissioner to be the lead county contact for matters related to the Presidential Select Committee on Broadband and ACCESS 67 Broadband Initiative.
- **County Champions** should have support through a designated county staff person that will assist the county in matters related to the ACCESS 67 Broadband Initiative
- FAC will keep a communication network consisting of the designated **County Champions** and the supporting staff person to facilitate collaboration with stakeholders

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER: Casey Hartt, Lead Marketing Consultant
Leah Sauls, Development Services Director

SUBJECT/TITLE: Request approval of the Tourism Development Council's recommendation for the 2021-2022 Marketing Plan and Budget

STATEMENT OF ISSUE

At the regularly scheduled August 19, 2021 Tourist Development Council (TDC) meeting, there was a unanimous vote to recommend the attached marketing consultant's plan and budget to the Board of County Commissioners. The preliminary budget would allocate \$675,000 to marketing and promotions.

RECOMMENDED ACTION

Move to approve the Tourism Development Council's recommendation for the 2021-2022 Marketing Plan and Budget.

FISCAL IMPACT

The fiscal impact is an increase of \$142,000 to Cost Center 5305 (Marketing and Promotion)

Attachments: [TDC-Budget-pres-2021-2022.pdf](#)
[8.19.2021 Draft TDC Min.pdf](#)

Proposed 2021-2022 TDC Marketing Plan & Budget



TDC Strategic Plan: Vision & Mission

- o **Vision**: The Highlands County TDC inspires research-based decision making which leads to the type of tourism destination development that inspire future generations to remain in the community and not move out of town. The TDC allocates resources in order to enhance the quality of life for our residents; including efforts to reduce seasonal employment and to create a place for families to raise their children.
- o **Mission**: To contribute to a positive quality of life for the residents of Highlands County (our customer) through destination promotion, tourism development, advocacy and resource management – which are foundation pieces for future economic growth.

Strategic Pillars: Areas of Focus

- A. Emphasis on digital assets & advertising
- B. More PR/Media Relations to increase our Brand Awareness
- C. Projects to make destination more appealing & engaging to visitors
 - > Incorporate Stakeholder Groups in Meetings
- D. Industry Partner Engagement & Education
- E. Streamline Administrative Duties
- F. Enhancement Projects; start with Lakes (F)
 - > \$250k in Lakes Account

2020-2021 Major Accomplishments

o **Hired Airstream Ventures/New Events**

- o Prowatercross – April
- o Motosurf/Motoskate - July
- o Bono Bilt Wrestling - July
- o Minor League Golf Tour - April

o **Lake Istokpoga Facility Improvements (FWC Grant))**

o **Crowdriff/Website – user generated content/photos (UGC)**

o **New Events**

- o GFNY – October
- o American Junior Golf Assn (AJGA) – April
- o Sebring Multisport Festival – May
- o GeoTour - ongoing

o **Fishing Ambassador (ongoing)**

o **New Travel Guide**

o **Funds from FL Sports Foundation - \$15,000+**

Anticipated TDC Collections

Preliminary TDC Budget

\$846,088 – collected to date (Oct. 2020-May 2021)

+\$253,912 – anticipated (June-Sept. 2021)

\$1,100,000

-\$275,000 (25% = 3rd penny)

\$825,000

-\$180,000 – Operations (#5301)

\$645,000 – Available for Marketing

+ \$30,000 – Possible FL Sports Foundation Grant Income

TOTAL: \$675,000

(Red text indicates TBD)

Advertising - \$165,000

o Digital & Print Advertising

- o Miles Media/FL Travel Guide
 - o \$2,500 (last year \$19,500)
- o Fall Advertising: VISIT FL EDA
 - o \$10,000 investment/\$50,000 value
- o Digital Platforms:
 - o Threshold 360 - \$10,000
 - o Crowdriff - \$15,660
 - o Constant Contact - \$2,478
 - o Bandwango - \$6,000
 - o GeoTour/Geocaching - \$5,000
- o Facebook/Social Media Ads
- o Photo & Video Upgrades
- o Graphic Design



Fall Advertising

- o VISIT FLORIDA EDA Co-Op - \$50,000 Campaign
 - o 20% - \$10,000 from Visit Sebring
 - o 80% - \$40,000 from VISIT FLORIDA
- o In-state Connected TV package
- o Runs: Oct. 4-31, 2021
- o Estimated impressions: 1.3 million
- o Target Audience: In-State, Excludes Highlands County
- o Funds come out of 2021-2022 TDC budget

Advertising (cont'd) - \$165,000

o Event Advertising - \$95,000

- o GFNY, Year #2 -\$55,000

- o *TBD from Sebring CRA*

- o CBS Sports Event Coverage

- o Prowatercross - \$20,000

- o *\$10,000 from APCRA*

- o Motosurf/Motoskate - \$20,000

- o *\$10,000 from Sebring CRA*



Website/SEM/SEO

Website \$28,000

Enhancements \$10,000

Hosting/Maintenance \$18,000

SEO & SEM \$72,000

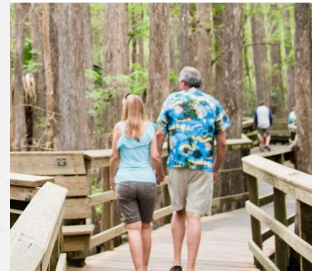
SEM (paid)

SEO (organic)

Family Friendly Events in Sebring this Summer

June 15th, 2021

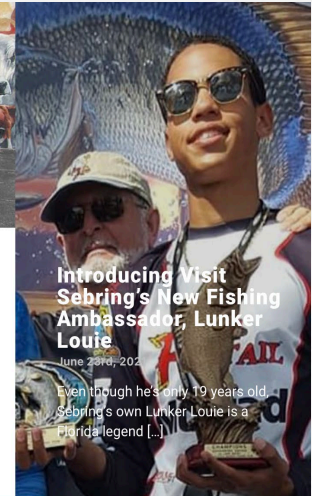
Now that summer is here, it's time to start planning for family vacations, and there's [...]



Untapped Nature: Explore the Walking Trails of Sebring's Highlands Hammock State Park

May 10th, 2021

The past year has brought a new meaning to outdoor activities, and this year is [...]



Introducing Visit Sebring's New Fishing Ambassador, Lunker Louie

June 23rd, 2021

Even though he's only 19 years old, Sebring's own Lunker Louie is a Florida legend [...]

12 Free Things to Do in Sebring, Florida

April 1st, 2021

Sebring and its surrounding areas, Avon Park and Lake Placid, are full of things to [...]



Visit Sebring Launches Sips, Suds & Sodas Trail to Highlight the Area's Craft Beverage Offerings

April 1st, 2021

SEBRING, Fla. (April 1, 2021) – No

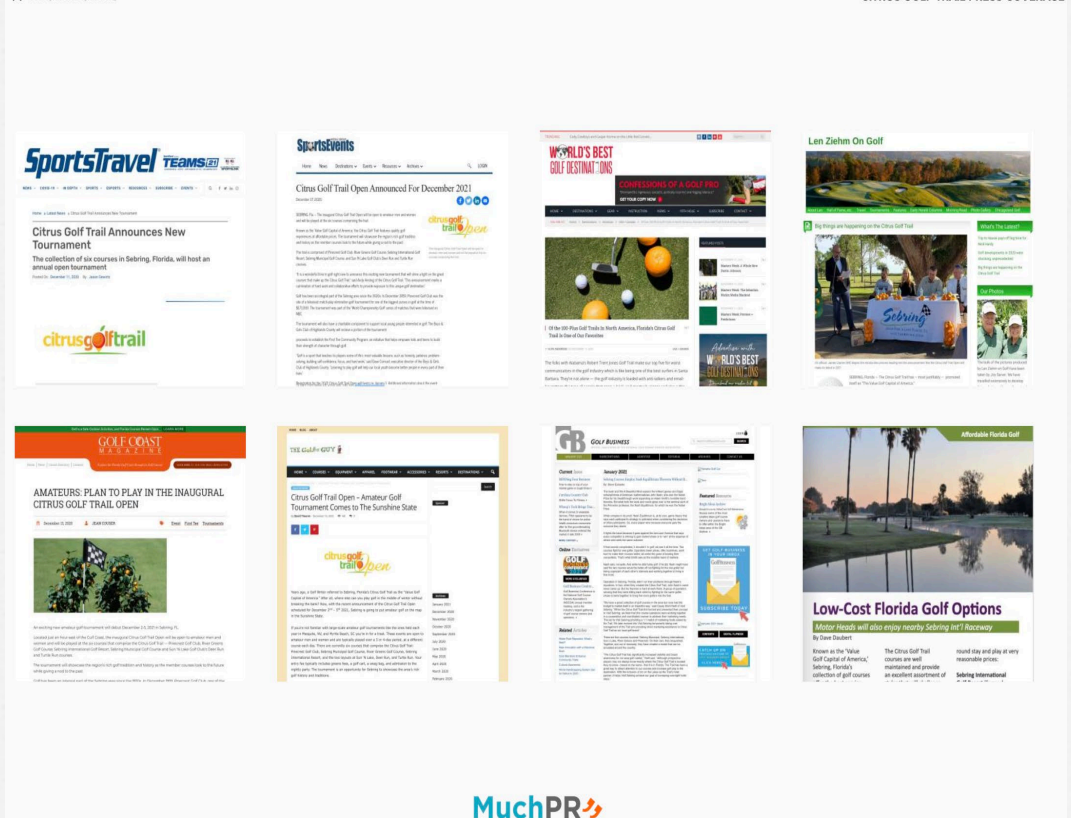
Promotions/PR

○ Promotions/PR \$35,000

- Media Relations
 - Much PR - \$28,800
- Media FAMs
- Promotional Items
- Influencers
- Media Relations
- TV segments
- Fishing Influencer
 - From Lakes Promo

★ HIGHLIGHTS

CITRUS GOLF TRAIL PRESS COVERAGE



The collage displays eight screenshots of press coverage for the Citrus Golf Trail. The top row includes: 1) A SportsTravel article titled 'Citrus Golf Trail Announces New Tournament'. 2) A SportsEvents article titled 'Citrus Golf Trail Open Announced for December 2021'. 3) A World's Best Golf Destinations article titled 'Citrus Golf Trail Open Announced for December 2021'. 4) A Golf Coast Magazine article titled 'Citrus Golf Trail Announces New Tournament'. The bottom row includes: 5) A The Sun-Gazette article titled 'Citrus Golf Trail Open - Amateur Golf Tournament Comes to The Sunshine State'. 6) A Golf Business article titled 'Citrus Golf Trail Open - Amateur Golf Tournament Comes to The Sunshine State'. 7) A Florida Golf Options article titled 'Low-Cost Florida Golf Options'. 8) A Florida Golf Options article titled 'Motorheads will also enjoy nearby Sebring Int'l Raceway'. The Citrus Golf Trail logo is visible in several of the screenshots.

MuchPR

Sports Marketing - \$72,000

- o Current year = \$6,000/month x 8 months
- o Next year = \$6,000/month x 12 months
- o RFP still out; no final price yet
- o Emerging as racing destination



Visitor Services & Special Projects

- o Visitor Services \$10,000
 - o Re-print Travel Guides
- o Special Projects \$0
 - o Follow Up: Sports Audit Recommendations
 - o Re-design County's welcome statues (fund in future year)



Industry Relations

o Industry Relations \$7,000

- o Conferences/Professional Development
 - o VISIT FLORIDA
 - o FL Assn. Destination Marketing Organizations (FADMO)
 - o Florida Festival & Events Association (FFEA)
 - o FL Sports Foundation
- o Tourism Luncheon & Awards Program
- o Award Submissions
- o Stakeholder Meetings
- o Education/certification
 - o For tourism partners & their employees
- o Travel News
- o Adventure EDU hosting



Event Grants - \$285,000

- o GFNY Marathon - \$65,000
- o Spartan/Tough Mudder - \$90,000
 - o \$7,500 from Sebring CRA
 - o \$7,500 from APCRA
- o Heartland Triathlon - \$10,000
 - o TBD from Sebring CRA
- o Dixie Youth Baseball - \$10,000
- o Citrus Golf Trail Open - \$35,000
- o AJGA – \$10,000
- o Minor League Golf Tour - \$7,500
- o Bono Bilt Youth Wrestling - \$10,000
 - o \$5,000 from Sebring CRA
- o Sebring Multisport - \$26,000
 - o TBD from Sebring CRA
- o CGT Ladies Invitational - \$5,000

Total Committed or Pending: \$268,500



Proposed 2021-2022 TDC Marketing Budget

	'20-'21 Budget	'20-'21 To Date	'21-'22 Proposed
Advertising	210,000 (+\$15,000)	202,028	165,000
Website/SEM/SEO	102,000	102,000	100,000
Promotions/PR	40,000	39,940	35,000
Sports Marketing	0	48,000	72,000
Visitor Services	10,000	8,318	10,000
Industry Relations	8,000	4,565	7,000
Event Grants	150,000 (+\$10,000)	\$170,500	285,000
Special Projects	0	0	0
FSF Income		+15,769	+30,000
TOTAL	520,000 (+\$25,000) –	\$575,351 (Over Budget \$14,582 w/FSF funds	675,000

Summary & Notes

Proposed preliminary 2021-2022 Budget: **\$675,000**

- 2020-2021 Budget: $\$520,000 + \$25,000 = \$545,000$
 - 2019-2020 Budget: \$615,000
 - 2018-2019 Budget: \$584,000
 - 2017-2018 Budget: \$527,000
-
- Staff will bring TDC an updated TDC Budget in December once we know full year collections plus some FSF grant income, as well as Lead Marketing Consultant and Sports Marketing annual costs.

Questions?



AVON PARK & LAKE PLACID, FL

www.VisitSebring.com



**Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
August 19, 2021 @ 8:15 a.m.**

Draft Regular Meeting

1. The meeting was called to order at 8:17 a.m. by Vicki Pontius.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland

John Story

Council Members Absent:

Bill Brantley
Cindy Garren

Christine Hatfield

Also, Present:

Andy Kesling, Citrus Golf Trail/ Sun 'N Lake Golf Club
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Legal Assistant/Fill in for vacant TDC assistant position
Joel Lamp, Airstream Ventures, LLC.
Cliff Woods
Rachel Barry, Zoning Supervisor
Matt Raulerson, Assistant County Attorney

Vicki Pontius and Chantel Brutus established that a quorum was present, and the meeting was properly noticed.

2. Acceptance of TDC Meeting Minutes of June 10, 2021.

Ms. Pontius inquired if there were any comments or changes to the minutes of June 10, 2021. 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. Pontius presented the Monthly Expenditure and Revenue Reports year to date ending May 30, 2021, which makes a total up to date of \$848,033.94.

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 & Event Updates

A. Marketing Update

Ms. Hartt presented her Marketing report. Ms. Hartt updated the TDC and public that TDC staff and Airstream Ventures has focused on bringing sporting events to the area and allocating TDC funds to make that possible. The TDC has also applied for and received multiple Florida Sports grants to help with funding these events. Ms. Rydecki has stated her hotel has been full the last few months and numbers are looking good for accommodations, which we should see in the updated revenues when the financial department releases them.

TDC staff has resumed their community outreach and presentations with local stakeholders. These meetings generate a lot of useful feedback from the local community.

Lunker Louie has been secured as Visit Sebring's Fishing Ambassador. Lunker Louie fishes locally and posts on social media to attract fisherman to the area through his large following on social media.

B. Sports Events Update

Mr. Lamp presented an update on the sports events that TDC and Airstream Ventures has worked to bring to the Sebring Area. Mr. Lamp states that they have secured 8 sporting events. TDC staff and Airstream also held a County-wide meeting in April regarding Pickleball with nearly 40 people in attendance to discuss the sport and interest in Highlands County.

5. Items for Voting

A. GFNY Grant Amendment Request

The Board agreed to allow Ms. Fluhme to modify her grant application changing TDC funded expenses from marketing to MOT.

Ms. Pontius made a motion, seconded by Mr. Story, to approve the grant modification to allow MOT services. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Highlands County Golf

Mr. Wood brought a Highlands County Golf Tourism Sales Proposal to the TDC asking them to spend \$183,200 on recruiting a professional salesperson with digital sales/marketing experience, provide a budget to develop leads, develop sales literature, produce a video to be used as a sales aid, adjust the CGT website to include a focus on golf groups, and incidental sales/marketing expenses.

None of the TDC members were in agreeance with the proposal and the item was dropped.

C. Event Grant Program Proposed Changes

Ms. Hartt presented the proposed changes to the TDC Event Grant Program Applications.

Ms. Sutherland made a motion, seconded by Mr. Story to approve the Grant Application changes. Upon roll call, all Council members on the call voted aye. The motion passed

D. 2021-2022 Marketing Plan and Budget

Ms. Hartt presented her 2021-2022 Marketing Plan and Budget to the TDC board. Ms. Hartt's proposed preliminary budget would allocate \$675,000 to marketing and promotions.

Mr. Story made a motion, seconded by Mr. Stewart, to approve the 2021-2022 Marketing Plan and Budget. Upon roll call, all Council members on the call voted aye. The motion passed.

E. TDC Alternate Members

TDC members decided to drop this item and bring it back at a later date if they decided they needed alternate members to be added since it was brought to TDC's attention that it was decided by Legal that Commissioner Campbell can vote per FL. Statue.

6. Old Business/Discussion

A. RFP Update

Ms. Sauls reported that Gray Dog Publishing ranked highest in the BID process and an offer was made. The TDC had a discussion asking Ms. Sauls to please bring their recommendation of Gray Dog to the Board of County Commissioners attention so they are aware of how pleased they are with the work Gray Dog has been doing and would like to continue in the same direction.

B. Tourism Insights Awards Update

Ms. Hartt stated that TDC staff has secured Brain London as a guest speaker for the event and it will be held on September 29, 2021 at 2p.m. in the Government Center, Board Room.

C. Stakeholder Meetings

Ms. Hartt informed the TDC that staff has continued their community outreach by having stakeholder meetings again after being put on hold due to COVID-19.

TDC Staff held a stakeholders meeting day and met with owners/ representatives from Arts & Culture, Agritourism, and Restaurant & Hotels.

D. TDT Letter

Ms. Sauls informed the TDC that the TDT informational letter has been put on hold until further direction from Administration.

7. Public Input

8. Board Member Roundtable

The TDC requested that the Fl. Statue that makes up the Tourism Development be included in the next meetings agenda for them to review and have a copy of. They also asked that legal take a look at the statue and ordinance and make revisions as they see fit.

9. Upcoming Meeting

A. Agritourism Forum, TBD

B. Tourism Insights Awards September 29, 2021 @ 2 p.m., Government Center, Boardroom

C. TDC Board Meeting October 28, 2021 @ 8:15 a.m., Government Center, Boardroom

D. AdventureEDU Program November 4-5, 2021, Inn on the Lakes

9. Adjournment

Ms. Pontius adjourned the meeting at 10:32 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 9/21/2021

PRESENTER: Sherry G. 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 September ____, 2021

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

None.

Attachments: [COUNTY ATTORNEY LOG 2.pdf](#)

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Valerie Fleege	Review request for a street light procedure	Additional information needed
4	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
5	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
6	Priority 4	Dena Peterson	Review Final Plat – Dollar General Store	Assigned-SS/Under review
7	Priority 4	Thomas Haralson	Review Monday.com Agreement	Assigned-MR/under review
8	Priority 4	Marc Bashoor	MDi Ride Agreement	Assigned-SS/Under review
9	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
10	Priority 4	Melony Culpepper	Resolutions- Crews, Guerrero, JGS.	SS/Assigned
11	Priority 7	David Nitz	Interlocal Fuel Tax agreements	Assigned SS/Under Review
12	Priority 7	Leah Sauls	Gray Dog Publishing Contract	Assigned MR

13	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
14	Priority 4	Chantel Brutus	Review/ Update all 5 TDC Grant Contracts	MR/Under review
15	Priority 7	Brandon Gunn	575 County Deeds for preparation	MR/CB-Assigned
16	Priority 7	David Nitz	Tract J project	SS
17	PRIORITY 4	Karen Lepera	Community Garden in Special District	SS/MR
18	Priority 4	Chantel Brutus	TDC Grant application changes	SS
19	PRIORITY 7	Chantel Brutus	FWCC Windy Point Grant Amendment	MR

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: September 21, 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 September 7, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Status - Commissioner's Priorities \(FINAL\) 9.21.2021.pdf](#)
[Status - Project Updates \(FINAL\) 9.21.2021.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Intend to find a specialized appraiser to just represent HCOCC. Map a plan for funds after the sale of the facility.	TBD
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 the first \$25,000. Have additional \$25,000 set aside in current fiscal year budget (20-21) to continue services - new PO was opened. 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 working on suggested next steps/deliverables for ongoing efforts and implementation. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Next deliverables will include draw down tests for City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	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. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	TBD
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	TBD
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	BID documents sent to FDOT for final approval	Final approval of bid docs then advertise for bid.	TBD
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 implement marketing/communications plan - Industry infographics are complete. Finished developing industry specific landing pages. Econ. dev marketing agency RFP has been posted. Applied for and received two rural development grants through Enterprise Florida and DEO. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study and awaiting response from consultant. Also applied for and received a Duke Energy Foundation Grant for additional marketing efforts.	Ongoing
10	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 21, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from September 21, 2021-October 4, 2021

Attachments: