HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 28, 2023
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

No meeting announcements were received for the dates November 28, 2023 - December 4, 2023, prior to the production of this agenda.

5 ELECTION OF CHAIR AND VICE-CHAIR:

5.A *Request by presiding Chair Campbell to open nominations for Chairperson.*
Election of Chair and Vice Chair Resolution.pdf

5.B *Request by the Chairperson to open nominations for Vice-Chairperson.*

6 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

7 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7.A *Presentation of the CARE (Chairman Award for Reducing Expenses) Awards*
Commissioner Chris Campbell

7.B *Recognition of the Highlands County Board of Commissioners for their continued support of the Healthy Families Highlands program.*
Cynthia Acevedo
There is no fiscal impact.

7.C *Request approval of the Highlands County Fire Rescue additional Chaplain Dixon and Father Walker to the Chaplaincy Program.*
Dustin Fitch, Interim Deputy Chief
There is no fiscal impact.
Bio's.pdf
REACT_Training_Program_Info.pdf
FFC_brochure-2020.pdf

8 PUBLIC COMMENT

9 CONSENT AGENDA

9.A *Request to approve and execute the plat of Moon Ranch Road Subdivision for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, Moon Ranch Road Subdivision is a County maintained roadway.
Moon Ranch Road Subdivision Plat for Recordation.pdf
Moon Ranch Road Subdivision Location Map-11x17.pdf

9.B *Request approval of the job description and pay grade for the Parks & Facilities Administrator position.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact to Fund 005 (General) is an increase of $5,804 inclusive of benefits but is included in the Adopted Budget for FY23/24 .
Parks & Facilities Administrator () 10.13.2023.pdf

9.C *Request approval of Board of County Commissioner Chairperson to sign the supplemental HUD form needed to complete the agreement for HUD Community Project Funding (CPF) Grant B-23-CP-FL-0431.*
Richard Oujevolk, P.E., Project Manager/Construction Inspector
James D. Langford, P.E., County Engineer

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. The request is for signatory approval for supplemental forms to complete the agreement. The formal Budget Amendment was approved and signed by the Board of County Commissioner's Chair on July 18, 2023.
1199A FORM - HUD_needsBOCCchairsignature.pdf
10-24-2023_HUD_APagan_email.pdf
RES. BOOK 34 PAGE 156.pdf
8D.pdf

9.D *Request acceptance of the State of Florida Emergency Medical Services Grant application and approval of Resolution 23-24-015 for Budget Amendment 23-24-015.*
Dustin Fitch, Interim Deputy Chief
The fiscal impact is an increase to Fund 005 (General) to be appropriated in Cost Center 5105 (EMS), Account 54000Z (Travel and Per Diem) in the amount of $2,000.00 Account 54800Z (Promotional Activity) in the amount of $6,857.66 and Account 55403Z (Education & Training) for a combined total of $10,857.66.
23.24 payments.pdf
23-24-015 Project 23024 EMS County Grant 23-24 (BA).pdf
23-24-015R Project 23024 EMS County Grant 23-24 (Resolution).pdf
county-grant-application..pdf

9.E *Request approval and authorization for a payment without Purchase Order to EMCI Wireless.*
Corey Amundsen, Emergency Manager
The fiscal impact is an increased expense of $23,040 to Emergency Management's budget, in General Fund 005, cost center 3998B, for FY 2022-23.

EMCI PWOPO 11-3-2023 signed.jpg
EMCI Invoice 103782.jpg

9.F *Request approval of the contract between Unifirst Corporation and Highlands County for uniform services.*
Lori Deloach, Purchasing Manager
The budget for FY23-24 includes a total of $35,508 for uniform rental and replacement costs in Parks & Facilities, Road & Bridge, Engineering and Critical Infrastructure Departments.
UniFirst Executed Agreement.pdf

9.G *Request adoption of Resolution 23-24-21 for Budget Amendment 23-24-017 to rollover encumbrances from FY 22/23 into FY 23/24.*
David Nitz, OMB Manager
The fiscal impact will be an increase to the overall budget in the amount of $232,782.60 by rolling forward authorized expenditures in FY 22/23 into FY 23/24 to be paid within FY 23/24. The following funds were affected: Fund 180 Building Fund ($9,533.75), Fund 005 General Fund $1,075.00), Fund 151 Infrastructure Surtax ($106,797.91), Fund 152 Tourist Development Trust ($53,767.50), and Fund 420 Energy Recovery ($61,608.44).
23-24-017 Inadvertent Closed POs from FY22-23 (BA).pdf
23-24-017R Inadvertent Closed POs from FY22-23 (Resolution).pdf

9.H *Request approval of budget amendment 23-24-016 for the Jail parking lot repave and restriping project 23023.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is a decrease to Fund 151 (Infrastructure Surtax), cost center 2672A (Facilities Mgmt 151), account 56300Z (Project Improvements), project 21032 in the amount of $22,000.00 and an increase to Fund 151 (Infrastructure Surtax), cost center 2672A, account 56300Z, project 23023 in the amount of $22,000.00 for a net change of $0.00.
23-24-016 Project 23023 Jail Probate Parking Lot (BA).pdf

9.I *Request wavier of fees for the Tobacco Free Partnership of Highlands County for the use of the Engineering Conference Room.*
En
Laurie Hurner, County Administrator
The fiscal impact will be a loss of revenues to Fund 005 (General Fund), account 3475300 of $120.00.

10 COMMITTEE ASSIGNMENTS:

10.A *Request appointment of Patricia Flynn to the Historic Preservation Commission (HPC) as a regular voting member for a four-year term to expire June 30, 2027.*
Hailey Collinsworth, Planner I
There is no fiscal impact.
Agenda Item III.A. Patricia Flynn Appointment..pdf

11 PUBLIC HEARING

11.A *Public hearing to consider adoption of P&Z Hearing No. 2134, modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) and the*

existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 289 parcels, spread throughout the Covered Bridge Community.
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2134 for BCC Covered Bridge 2nd Hearing.pdf
Resolution P&Z 2134 - Covered Bridge.pdf

12 ACTION AGENDA

12.A *The Lake Istokpoga Management Committee (LIMC) motioned to approve discussion by the Board of County Commissioners on the Aguacultural workplan.*
Dawn Ritter, Natural Resources Manager
AguaCulture_Annual_Work_Plan.pdf

12.B *Request approval to rescope the previously approved CFS Project 21030 titled "SO Building" at the Kenilworth Shop to "Kenilworth Upgrades".*
Paul Blackman, Sheriff
Darin Hood, Law Enforcement Bureau
There is no fiscal impact.
3101B_RESCOPE Proj 21030 SO Bldg_Sheriff's Office Shop.pdf

12.C *Request approval of the job description and pay grade for a Mechanic Shop Supervisor.*
Jonathan Harrison, Road & Bridge Director
Nicholas Sawyer, Deputy County Administrator
The fiscal impact of this position is estimated at $73,482 in salary and benefits already budgeted in Cost Center 4104/54100 for FY 23-24.
Shop Supervisor (11.28.2023).pdf

12.D *Request approval ITB 23-023 between Associated Asphalt LLC and Highlands County for Asphalt Binder.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is an estimated $658,300.00 from Fund (420) CC 4230 (Asphalt Plant) budget. This item is already allocated within the adopted FY 2023/2024 budget.
ITB 23-023 Award.pdf
Signed Agreement.pdf

12.E *Request to Approve an Encroachment Agreement for 112 Lincoln Rd NW*
James Langford, P.E., County Engineer
No Fiscal Impact.
Encroachment Agreement Signed - 112 Lincoln Rd NW 11.07.2023.pdf

12.F *Request adoption of Resolution 23-24-22 for Budget Amendment 23-24-018 to increase the Sheriff's FY23/24 adopted budget.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $423,156.88 which is being appropriated from Fund Balance Brought Forward that was a portion of excess funds returned by the Sheriff from FY22/23 in cost centers 3101 Sheriff-005 ($257,376.73), 3323 Detention & Correction ($9,335.00), and 3327 Law Enforcement Other ($156,445.15).
23-24-018 Proj 23026 FY23 Return Funds_Body-Worn Cameras Admin Agreement

(BA).pdf
23-24-018R Proj 23026 FY23 Return Funds_Body-Worn Cameras Admin Agreement (Resolution).pdf

12.G *Request to Adopt Resolution 23-24-18 for Budget Amendment 22-23-155 to realign Sheriff budgets for yearend cleanup within General and E911 Program Funds.*
Paul Blackman, Sheriff
There is no net fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost centers 3101 (Sheriff), 3323 (Detention and Correction), and 3998 (E911 Program) as required by Florida Statutes.
22-23-155 Sheriff Final FYE Realignment Budget to Actual (BA).pdf
22-23-155R Sheriff Final FYE Realignment Budget to Actual (Resolution).pdf

13 COUNTY ADMINISTRATOR AND LEGAL

13.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.docx

13.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

14 COMMISSIONERS

15 INFORMATIONAL

15.A *Board payables from to November 7, 2023, to November 27, 2023*

16 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: November 28, 2023

PRESENTER:

SUBJECT/TITLE: Request by presiding Chair Campbell to open nominations for Chairperson.

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

Attachments: Election of Chair and Vice Chair Resolution.pdf

RESOLUTION NO. 20-21-25

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS CREATING A PROCESS FOR THE ELECTION OF THE CHAIRPERSON AND VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN ELECTION PROCESS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 125.01 the County has the power to carry on county government in a manner which is not inconsistent with general or special law; and

WHEREAS, such powers include the ability to adopts its own rules of procedure related to the conduct of its official meetings; and

WHEREAS, the Board of County Commissioners elects a Chairperson and Vice-Chairperson from its membership annually; and

WHEREAS, the County has determined that it is in its best interest to adopt a process for conducting such elections in an orderly and effective manner.

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

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

SECTION 2. Election Process.

A. The election of the Chairperson and Vice-Chairperson of the Highlands County Board of County Commissioners shall be conducted each year at the second regular meeting in November.

B. At the beginning of the second regular meeting in November, as soon after the roll call as reasonably possible, the presiding Commissioner shall open nominations for Chairperson under the following procedure:

- Any Commissioner may bring forth a nomination;
- A Commissioner does not have to get recognition to make a nomination and may call out a name at any time;

- A nomination does not need a second; however, a Commissioner is not out of order by offering a second;
- A Commissioner can only nominate one person;
- The presiding Commissioner can continue presiding, even if he or she receives a nomination;
- A Commissioner can decline a nomination;
- Once it is apparent that no further nominations are being offered, the presiding Commissioner will close nominations;
- Each nomination will be taken in the order received, beginning with the first nomination and continuing with each successive nomination until a majority vote is received to elect the Chairperson.

C. The newly elected Chairperson shall take over as presiding Commissioner and the above procedure shall be repeated for election of the Vice-Chairperson.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the adoption of a process for the election of the Chairperson and Vice-Chairperson of the Board of County Commissioners, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this 3rd day of November, 2020.

SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
William R. Handley, Chairman

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Court

G:\COUNTY\RESOLUTIONS\Board of County Commissioners\Resolution Election BOCC Chair ViceChair.SGS.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER:

SUBJECT/TITLE: Request by the Chairperson to open nominations for Vice-Chairperson.

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Commissioner Chris Campbell**

SUBJECT/TITLE: **Presentation of the CARE (Chairman Award for Reducing Expenses) Awards**

STATEMENT OF ISSUE

On February 7, 2023, Commissioner Chris Campbell proposed offering a personally funded award to the top three employees who present the biggest savings in their budget. The awards will be in the form of a bonus, with 1st Place receiving $1,000.00; 2nd Place receiving $500.00, and 3rd Place receiving $350.00.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Cynthia Acevedo**

SUBJECT/TITLE: **Recognition of the Highlands County Board of Commissioners for their continued support of the Healthy Families Highlands program.**

STATEMENT OF ISSUE

In 1998, Healthy Families Florida was created by the Florida Legislature, and since then the program has helped thousands of families provide the safe and stable environments their children need for healthy growth and development. Our evidence-based, voluntary family support and coaching program has proven to be successful and continues to grow.

Healthy Families Highlands has been providing life changing and saving services to Highlands County families since 2007. A heartfelt thank you to the Highlands County Board of County Commissioner's willingness to oversee and help fund this vital service for our community. The Healthy Families Highlands staff and program participants alike extend gratitude with a small token of appreciation.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Dustin Fitch, Interim Deputy Chief**

SUBJECT/TITLE: **Request approval of the Highlands County Fire Rescue additional Chaplain Dixon and Father Walker to the Chaplaincy Program.**

STATEMENT OF ISSUE

As Highlands County Fire Rescue continues to grow, we would like to welcome Fr. Scott Walker and Chaplain Scott Dixon to our Chaplain Program. Through this expansion, we aim to enhance the overall well-being of our first responders by fostering a supportive environment.

RECOMMENDED ACTION

Move to approve the Highlands County Fire Rescue additional Chaplain Dixon and Father Walker to the Chaplaincy Program.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Bio's.pdf
REACT_Training_Program_Info.pdf
FFC_brochure-2020.pdf

HIGHLANDS COUNTY
PUBLIC SAFETY
FIRE RESCUE
4506 Kenilworth Blvd., Sebring, Florida 33870
Office (863) 402-7600 Fax (863) 402-7404 www.highlandsfl.gov

November 28, 2023

Highlands County Board of County Commissioners

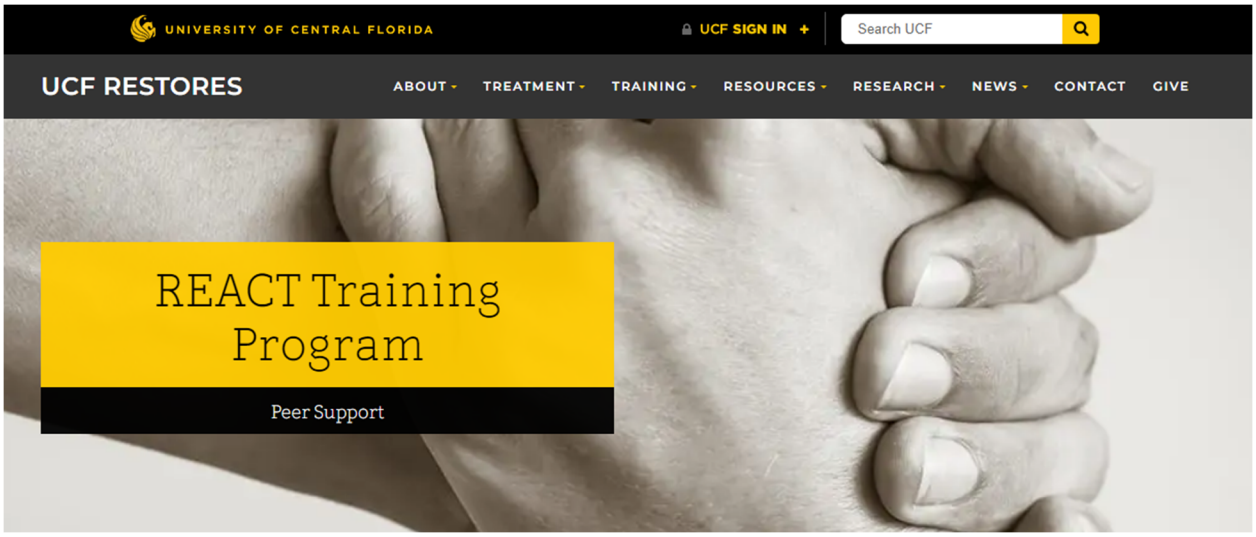
RE: Highlands County Fire Rescue Chaplaincy Program
Fr. Scott Walker and Chaplain Scott Dixon

Fr. Scott Walker came to Sebring in 2013 to serve as Rector of St. Agnes Episcopal Church. Encountering a displaced person living in their car on his first Sunday in Sebring, Fr. Walker became involved with the Heartland Coalition for the Homeless and was elected to their Board of Directors and served as Treasurer from 2013-2018. Since 2014 he has also been a member of the West Sebring Volunteer Fire Department, serving as their chaplain.

Fr. Walker was raised in the Memphis suburb of Southaven, MS, where, as a boy, his father served as a volunteer firefighter and later as Director of Emergency Management for DeSoto County MS. Those early years of playing with other "firehouse brats," as well as years of interacting with volunteers in Civil Defense programs have given Fr. Walker a heart for helping those who serve the community.

Chaplain Dixon is a graduate from Lake Placid High School as well as Luther Rice College and Seminary. He currently is the Chaplain for the Good Shephard Hospice and Avon Park Correctional Institute.

FR. Walker and Chaplain Dixon will be an additional asset to the our Chaplain Program for the Highlands County Fire Rescue. His service to our first responders will be greatly appreciated.



UCF RESTORES offers a peer support training program called REACT: "Recognize. Evaluate. Advocate. Coordinate. Track."

REACT provides all participants with mastery experiences, designed to give them challenges at which they can succeed, bolstering confidence in their ability to provide effective support to their peers. Course material is presented in a manner that places occupational principles and skills unique to first responders and healthcare workers within the framework of peer support.

Through this program, participants learn how to recognize "stress injuries" and evaluate the mental health of their peers, offer peer-level support and effectively coordinate necessary follow-up in the event professional intervention is warranted.

REACT for First Responders

This course is designed specifically for the first responder community to introduce, improve and strengthen peer support skills among firefighters, EMS personnel and law enforcement officers.

REACT for Healthcare Workers

This course is designed for healthcare workers by a registered nurse who understands the pressure, stress and demand that is placed on our medical personnel.

What will participants learn?

Following completion of the REACT training course, participants will be able to understand and implement principles of peer support as they relate to:

- **R**ecognizing different stress injuries common among first responders and healthcare workers.
- **E**valuating the presence of a stress injury in a peer.
- **A**dvocating for appropriate resources to be provided to a peer.
- **C**oordinating higher levels of care for the peer.
- **T**racking a peer's progress over time.

For more information on UCF RESTORES' REACT training program, please email the REACT team at REACTPeerSupport@ucf.edu.

What Fire Service Chaplains Do

Fire service chaplains perform some or all of the following duties:

- Visit sick and injured firefighters and department members at home or in the hospital
- Make death notifications
- Provide assistance to victims of crisis situations
- Teach fire department personnel in areas such as stress management, ethics, family life, and victim response.
- Serve as part of the Critical Incident Stress Management Team
- Assist at an emergency scene
- Serve as a liaison with other clergy in the community
- Provide for the spiritual needs of department members and their families
- Offers at special occasions such as recruit graduations and award ceremonies
- Provide a listening ear
- Counsel firefighters or EMS personnel
- Counsel other fire department members
- Counsel family members of firefighters and other department personnel
- Coordinate and provide family services in the event of a serious injury or death of a firefighter or department member
- Serve as a ready resource for the fire chief.

For further information, contact:

Jimmie Duncan
Executive Director
P. O. Box 437
Meridian, TX 76665
(469) 955-1522
email: ffc.chaplain@gmail.com
www.firechaplains.org

Federation of Fire Chaplains
P. O. Box 437
Meridian, TX 76665

A Firefighters Prayer

When I am called to duty, God
whenever flames may rage,
Give me the strength to save some life
Whatever be its age.
Help me to embrace a little child
Before it's too late,
Or some older person
from the horror of that fate.
Enable me to be alert
And hear the weakest shout,
And quickly and efficiently
to put the fire out.
I want to fill my calling
and give the best in me,
To guard my neighbor
And protect his property.
And if according to Your will
I have to lose my life,
Please bless with Your protecting hand
My children and my wife.

THE FEDERATION OF FIRE CHAPLAINS



He has sent me to bind up the broken hearted…
To give unto them beauty for ashes…
To proclaim the acceptable year of the Lord - Isaiah 61

"Serving those who serve"

The Federation of Fire Chaplains support the ministries of volunteer and paid fire department chaplains, and assist fire service agencies in developing their chaplaincy programs.



The FFC offers programs that provide its members with educational opportunities in training conferences and materials.

The network of mutual support offered by the FFC helps disseminate and share information among it members nationwide.

Practical assistance is given to fire service organizations seeking to start or improve their chaplaincy programs.

The Federation of Fire Chaplains…

- Has members in all 50 states, Canada, Peru, other international locations.
- Is non-denominational, non-sectarian, with no compromise on individual convictions.



Benefits to Members

- Written materials designed to help chaplains implement and sustain effective programs
- Four newsletters each year keep chaplains current in their field
- Educational opportunities are offered in annual conferences and regional meetings
- A Fire Chaplain Directory is provided to all members to provide a network of mutual support and information sharing
- Provides standing in a professional organization
- Certificates for completion of training
- Chaplain identification is provided through identification cards, membership certificates, arm patches, and auto decals
- Outlines and programs for annual Memorial Services.

Benefits to Department

- Provides information and resources for establishing a chaplaincy program
- Gives chaplain training and support
- Keeps chaplains abreast of latest programs and resources available.

Membership

Membership is open to all who are involved with the fire service and EMS chaplaincy. Some of our mem-bers are full-time career chaplains; the majority are volunteers. Other are firefighters or para-medics who have religious training, denomina-tional officials, laypersons, or seminary students.

Membership Qualifications

Members are….

…appointed to the chaplaincy by a fire department agency

…endorsed by their religious body for ministry as a chaplain

…must have taken FFC course "Essentias of Fire Chaplaincy.

Associate Members are….

…appointed to serve as a chaplain by a fire service agency but lack the ecclesiastical endorsement, or have not taken "Essentials of Fire Chaplaincy

…former fire department chaplains who are not serving in that capacity

…individuals or groups that have an interest in and are supportive of the objectives and goals of the Federation of Fire Chaplains.





HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 28, 2023

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to approve and execute the plat of Moon Ranch Road Subdivision for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Moon Ranch Road Subdivision, which was prepared by Germaine Surveying, Inc. on behalf of the owner Center Ridge Caretaking, Inc. The land subdivision process has been completed for this portion of property located at 3521 Snyder Road, Sebring, FL, 33870, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and signed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

RECOMMENDED ACTION

Move to approve and execute the plat of Moon Ranch Road Subdivision for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, Moon Ranch Road Subdivision is a County maintained roadway.

Attachments: Moon Ranch Road Subdivision Plat for Recordation.pdf
Moon Ranch Road Subdivision Location Map-11x17.pdf

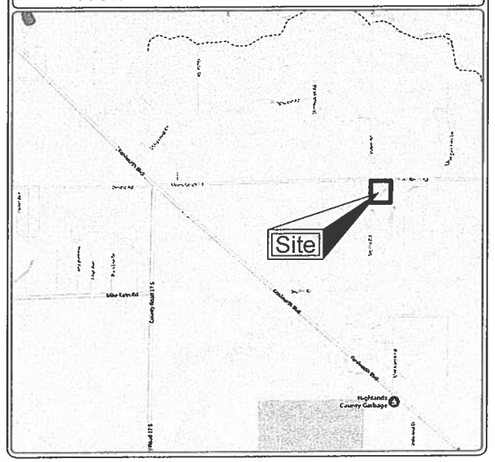
MOON RANCH ROAD SUBDIVISION

A PORTION OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: OCTOBER 16, 2023

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA. LESS ROAD RIGHT OF WAYS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 89°24'43" EAST, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 01°00'19" WEST, A DISTANCE OF 33.00 FEET FOR POINT OF BEGINNING; SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF MOON RANCH ROAD & THE EAST RIGHT OF WAY LINE OF SNYDER ROAD; THENCE SOUTH 89°24'43" EAST, BEING PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 532.20 FEET; THENCE SOUTH 00°45'35" WEST, A DISTANCE OF 589.32 FEET; THENCE NORTH 89°24'43" WEST, A DISTANCE OF 534.72 FEET TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF SNYDER ROAD; THENCE NORTH 01°00'19" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 589.33 FEET TO THE POINT OF BEGINNING. CONTAINING 314,374 SQUARE FEET OR 7.22 ACRES, MORE OR LESS.

VICINITY MAP - NOT TO SCALE



GENERAL NOTES:

1) SYMBOL ▫ INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL ▪ INDICATES FOUND 3"X3" FCM NO IDENTIFACTION.
3) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
4) SYMBOL ∘ INDICATES BEARING CHANGE
5) SYMBOL R= INDICATES RADIUS
6) SYMBOL D= INDICATES DELTA
7) SYMBOL L= INDICATES LENGTH
8) SYMBOL CB= INDICATES CHORD BEARING
9) SYMBOL CH= INDICATES CHORD LENGTH
10) SYMBOL U&D EASE. UTILITY & DRAINAGE EASEMENT
11) SYMBOL P.O.C. POINT OF COMMENCE
12) SYMBOL P.O.B. POINT OF BEGINNING
13) SYMBOL P.B. PLAT BOOK
14) SYMBOL PG. PAGE

15) BEARING SYSTEM BASED ON THE NORTH LINE OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 29 EAST, AS BEING S89°24'43"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) ORDINANCE NUMBER 89-11, ADOPTED ON THE 27TH DAY OF JUNE, 1989, HIGHLANDS COUNTY SOLID WASTE COLLECTION, DISPOSAL AND ASSESSMENT ORDINANCE.

22) OIL, GAS, MINERAL OR OTHER RESERVATIONS AS SET FORTH IN DEED BY RALPH H. SCHLEY AND MATTIE IMEZ SCHLEY RECORDED IN DEED BOOK 147, PAGE 114, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

23) EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 1022, PAGE 342, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

24) ROAD PETITION AND RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 33, PAGE 577, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS_____DAY OF_____A.D. 2023.

SIGNED_____CHAIRMAN OF THE BOARD.

ATTEST_____CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
JAMES D. LANGFORD, P.E. COUNTY ENGINEER DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
LEAH M. SAULS, DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

_____ _____
RALPH WHISLER, III, P.L.S. DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
SHERRY G. SUTPHEN COUNTY ATTORNEY DATE

CERTIFICATE OF CLERK
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME KASZUBOWSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK_____OF PLATS AT PAGE_____OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS_____DAY OF_____A.D. 2023.

_____CLERK OF THE CIRCUIT COURT (SEAL)

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "MOON RANCH ROAD SUBDIVISION", COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART 1: PLATTING, FLORIDA STATUTES AND COMPLIES WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE _____

_____ (SEAL)
GARY L. GERMAINE, PSM #3945
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-8335

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6856
L.B. #6017

CERTIFICATE OF OWNERSHIP AND DEDICATION
STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT CENTER RIDGE CARETAKING INC., A FLORIDA CORPORATION AS TO AN UNDIVIDED 75% INTEREST, AND MARION E. STEPHENS IV, AS TO AN UNDIVIDED 25% INTEREST, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED MOON RANCH ROAD SUBDIVISION, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED.

WITNESSES:
_____
PRINT: _____

_____
PRINT: _____

CENTER RIDGE CARETAKING INC.
PRINT: _____
TITLE: _____
DATE: _____

WITNESSES:
_____
_____
PRINT: _____

MARION E. STEPHENS IV
PRINT: _____
TITLE: _____
DATE: _____

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF _____ AS _____, OF CENTER RIDGE CARETAKING INC., A FLORIDA CORPORATION AS TO AN UNDIVIDED 75% INTEREST, WHO PERSONALLY SWORE OR AFFIRMED THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____DAY OF _____, 2023.

(STAMP) _____
NOTARY PUBLIC

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF _____, AS _____ OF MARION E. STEPHENS IV, AS TO AN UNDIVIDED 25% INTEREST, WHO PERSONALLY SWORE OR AFFIRMED THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____DAY OF _____, 2023.

(STAMP) _____
NOTARY PUBLIC

JOINER AND CONSENT TO DEDICATION
STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT CENTERSTATE BANK, N.A., 2600 US HIGHWAY 27 NORTH, SEBRING, FL 33871, AN OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED JUNE 26, 2020 IN OFFICIAL RECORDS BOOK 2759, PAGE 1919 AND ASSIGNMENT OF RENTS RECORDED JUNE 26, 2020 IN OFFICIAL RECORDS 2759, PAGE 1929, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THIS DEDICATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND CORPORATE SEAL THIS_____DAY OF_____A.D. 2023.

_____
WITNESS

CENTERSTATE BANK, N.A.

BY: _____
_____ (SEAL)

_____
WITNESS

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED _____ TO ME WELL KNOWN TO BE _____OF CENTERSTATE BANK, N.A., AND WHO ACKNOWLEDGED THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY.

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____DAY OF_____A.D. 2023.

(SEAL) _____
(SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA)

_____
(PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

PERSONALLY KNOWN___OR
PRODUCED IDENTIFICATION TYPE OF IDENTIFICATION PRODUCED _____

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017

BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 693-22-003

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2

MOON RANCH ROAD SUBDIVISION

A PORTION OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: OCTOBER 16, 2023

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
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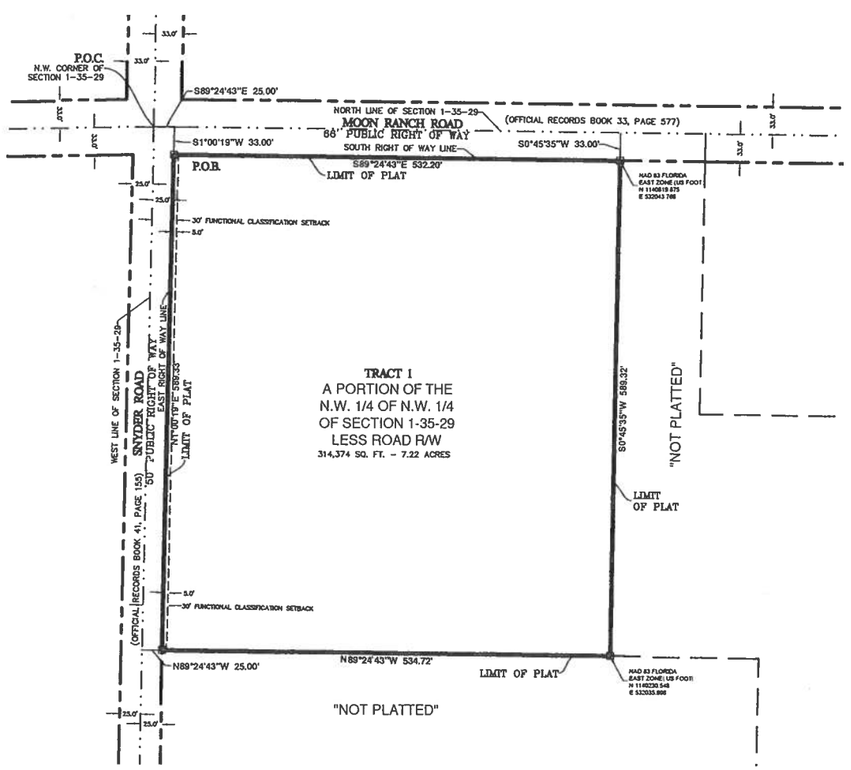
LINE TABLE	
BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	
EASEMENT 1	
EASEMENT 2	
EASEMENT 3	
EASEMENT 4	
TOP OF BANK	TOB
TOE OF SLOPE	TOS
CENTERLINE OF SWALE	CLS
OVERHEAD WIRES	OHE

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

VICINITY MAP - NOT TO SCALE







GENERAL NOTES:

1) SYMBOL	⊡	INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL	▪	INDICATES FOUND 3"X3" FCM NO IDENTIFACTION.
3) SYMBOL	●	INDICATES PERMANENT CONTROL POINT.
4) SYMBOL	•	INDICATES BEARING CHANGE
5) SYMBOL	R=	INDICATES RADIUS
6) SYMBOL	D=	INDICATES DELTA
7) SYMBOL	L=	INDICATES LENGTH
8) SYMBOL	CB=	INDICATES CHORD BEARING
9) SYMBOL	CH=	INDICATES CHORD LENGTH
10) SYMBOL	U&D EASE.	UTILITY & DRAINAGE EASEMENT
11) SYMBOL	P.O.C.	POINT OF COMMENCE
12) SYMBOL	P.O.B.	POINT OF BEGINNING
13) SYMBOL	P.B.	PLAT BOOK
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PLAT BOOK _____ PAGE _____



REVISIONS			STATUS
DATE	BY	DESCRIPTION	FOR INFORMATION

G:\PROJECTS\Other Projects\Moon Ranch Road Subdivision_Location Map\Moon Ranch Road Sub_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 10/20/2023

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402
DATE:

MOON RANCH ROAD SUBDIVISION
3521 SNYDER RD, SEBRING
LOCATION MAP

SCALE:
HORIZ. 1"=200'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval of the job description and pay grade for the Parks & Facilities Administrator position.**

STATEMENT OF ISSUE

During the new budget cycle, the position of Parks & Facilities Administrative Assistant was upgraded to Parks & Facilities Administrative Coordinator. This change is not in line with other department structures and we are recommending the position be upgraded to Parks & Facilities Administrator. This position has grown into a highly skilled position which is heavily involved in daily operations, budgeting, personnel support, and customer relations. This position now directly supervises the daily efforts of an Administrative Secretary. This upgrade will better align this position with the responsibilities and task of other higher level administrative staff in the County.

RECOMMENDED ACTION

Move to approve job description and pay grade for the Parks & Facilities Administrator position.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is an increase of $5,804 inclusive of benefits but is included in the Adopted Budget for FY23/24 .

Attachments: Parks & Facilities Administrator () 10.13.2023.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

Job Title: Parks & Facilities Administrator	**Division**: Facilities Management	**Department:** Parks & Facilities	**Cost Center:** 2672
Job Code:	**Pay Grade**: 112	**Pay Band:** $47,381.53 - $71,072.30	**FTE**: 1.0
Included/Exempt Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Parks & Facilities Director Job Code 1101 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Administrative Secretary 0118 / 104		

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a skilled position responsible for assisting the Parks & Facilities Department with complex administrative, clerical and reception responsibilities.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Supervises Administrative Secretary and overall office operations.
- Oversees duties and responsibilities at the front desk, receiving payments, rental and grant applications, and telephone calls.
- Prepares budget reports for departments under Parks & Facilities Director direction.
- Prepares Budgets and CFS forms for all departments under Parks & Facilities Director direction.
- Acts as liaison with the Clerk's Finance Department and auditors.
- Responsible for reviewing all accounts within the Cost Centers under Parks & Facilities Director direction.
- Responsible for requesting journal entries and corrections to any transactions that were recorded incorrectly.
- Responsible for making sure that invoices, PO's and p-card purchases are processed correctly.
- Responsible for Executime time sheets being correct when they are turned every other Monday for payroll purposes.
- Explains policies and procedures pertaining to County rentals or directs to appropriate personnel.
- Accepts, screens, and provides information requested by telephone.
- Leads work in operations at the system level and record level function.
- Updates table listings and personnel records as needed.
- Maintains supervisor's calendar and coordinates meetings as required.
- Initiates and maintain an effective functional file system.
- Responsible for adherence to the County's records destruction Schedule.
- Composes letters and memorandums for department and supervisors.
- Generates weekly, monthly, and yearly reports for in-house use, inter-departmental and state agencies.
- Generates and manages department requisitions and purchase orders.
- Follows consistently the Board policies and procedures
- Responds productively to change and performs all other related tasks as required and as directed
- Assist in scheduling of Multi-use Sports Complex in coordination with TDC Events and staff.

Knowledge, Skills, and Abilities:

- Knowledge of office practices and procedures.
- Knowledge of Business English, spelling, and punctuation.
- Knowledge of computer operations pertaining to administrative office work, word processing and spread sheets.
- Ability to prepare complex documents and compose letters and memorandum.
- Ability to make decisions in accordance with the rules, regulations, and policies of the department.
- Ability to communicate effectively, both orally and in writing.
- Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, and directors. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from an accredited high school or possession of an acceptable equivalent diploma. A minimum of three (3) years of secretarial/clerical experience.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver license.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER:	**Richard Oujevolk, P.E., Project Manager/Construction Inspector** **James D. Langford, P.E., County Engineer**
SUBJECT/TITLE:	**Request approval of Board of County Commissioner Chairperson to sign the supplemental HUD form needed to complete the agreement for HUD Community Project Funding (CPF) Grant B-23-CP-FL-0431.**

STATEMENT OF ISSUE

Attached for your review and approval is the previously signed Agreement as authorized by the Board of County Commissioner's Chair signature and prior (four) forms were part of the HUD funding for Sebring Parkway Phase 4. The additional form that needs to be signed is the Direct Deposit form (HUD form SF-1199A Direct Deposit Sign-Up Form) so that Highlands County may be reimbursed. The form needs to be signed by the Grant Applicant's Authorized Official Representative which is listed as the Board of County Commissioner Chairperson.

The forms are attached to this Action Request, and it has been determined that these forms should be signed by the Board of County Commissioner Chairperson. The forms are:

HUD Form SF-1199A Direct Deposit Sign-Up Form – 3 copies needed for signature.

This form is administrative in nature and covers direct deposit reimbursement under Federal governances of said grants.

RECOMMENDED ACTION

Move to approve allowing the Board of County Commissioner Chairperson to sign the supplemental HUD form needed to complete the agreement for HUD Community Project Funding (CPF) Grant B-23-CP-FL-0431.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. The request is for signatory approval for supplemental forms to complete the agreement. The formal Budget Amendment was approved and signed by the Board of County Commissioner's Chair on July 18, 2023.

Attachments: 1199A FORM - HUD_needsBOCCchairsignature.pdf
10-24-2023_HUD_APagan_email.pdf
RES. BOOK 34 PAGE 156.pdf

8D.pdf

Standard Form 1199A (EG)
(Rev. June 1987)
Prescribed by Treasury Department
Treasury Dept. Cir. 1076

OMB No. 1510-0007

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 *(TO BE COMPLETED BY PAYEE)*

A NAME OF PAYEE *(last, first, middle initial)*
HIGHLANDS COUNTY BOCC

ADDRESS *(street, route, P.O. Box, APO/FPO)*
590 S COMMERCE AVE

CITY: SEBRING | STATE: FL | ZIP CODE: 33870

TELEPHONE NUMBER
AREA CODE 863-402-6583

B NAME OF PERSON(S) ENTITLED TO PAYMENT
B-23-CP-FL-0431

C CLAIM OR PAYROLL ID NUMBER
59-6000655
Prefix Suffix

D TYPE OF DEPOSITOR ACCOUNT [X] CHECKING [ ] SAVINGS

E DEPOSITOR ACCOUNT NUMBER
1 0 0 0 2 5 9 4 3 7 5 6 3

F TYPE OF PAYMENT *(Check only one)*

- [ ] Social Security
- [ ] Supplemental Security Income
- [ ] Railroad Retirement
- [ ] Civil Service Retirement (OPM)
- [ ] VA Compensation or Pension
- [ ] Fed. Salary/Mil. Civilian Pay
- [ ] Mil. Active
- [ ] Mil. Retire.
- [ ] Mil. Survivor
- [ ] Other CPF B-23-CP-FL-0431 *(specify)*

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY *(if applicable)*

TYPE	AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE	DATE
SIGNATURE	DATE

JOINT ACCOUNT HOLDERS' CERTIFICATION *(optional)*

I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE	DATE
SIGNATURE	DATE

SECTION 2 *(TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)*

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS	590 S COMMERCE AVE SEBRING, FL 33870

SECTION 3 *(TO BE COMPLETED BY FINANCIAL INSTITUTION)*

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ROUTING NUMBER [ ][ ][ ][ ]–[ ][ ][ ][ ] CHECK DIGIT [ ]

DEPOSITOR ACCOUNT TITLE

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Reset

NSN 7540-01-058-0224

GOVERNMENT AGENCY COPY

1199-207

Designed using Perform Pro, WHS/DIOR, Mar 97

Standard Form 1199A (EG)
(Rev. June 1987)
Prescribed by Treasury Department
Treasury Dept. Cir. 1076

OMB No. 1510-0007

DIRECT DEPOSIT SIGN-UP FORM

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A NAME OF PAYEE *(last, first, middle initial)*
HIGHLANDS COUNTY BOCC

ADDRESS *(street, route, P.O. Box, APO/FPO)*
590 S COMMERCE AVE

CITY: SEBRING | STATE: FL | ZIP CODE: 33870

TELEPHONE NUMBER
AREA CODE 863-402-6583

B NAME OF PERSON(S) ENTITLED TO PAYMENT
B-23-CP-FL-0431

C CLAIM OR PAYROLL ID NUMBER
59-6000655
Prefix Suffix

D TYPE OF DEPOSITOR ACCOUNT [X] CHECKING [ ] SAVINGS

E DEPOSITOR ACCOUNT NUMBER
1 0 0 0 2 5 9 4 3 7 5 6 3

F TYPE OF PAYMENT *(Check only one)*

- [ ] Social Security
- [ ] Supplemental Security Income
- [ ] Railroad Retirement
- [ ] Civil Service Retirement (OPM)
- [ ] VA Compensation or Pension
- [ ] Fed. Salary/Mil. Civilian Pay
- [ ] Mil. Active
- [ ] Mil. Retire.
- [ ] Mil. Survivor
- [ ] Other CPF B-23-CP-FL-0431 *(specify)*

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY *(if applicable)*

TYPE	AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE	DATE
SIGNATURE	DATE

JOINT ACCOUNT HOLDERS' CERTIFICATION *(optional)*

I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE	DATE
SIGNATURE	DATE

SECTION 2 *(TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)*

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS	590 S COMMERCE AVE SEBRING, FL 33870

SECTION 3 *(TO BE COMPLETED BY FINANCIAL INSTITUTION)*

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ROUTING NUMBER [ ][ ][ ][ ]–[ ][ ][ ][ ] CHECK DIGIT [ ]

DEPOSITOR ACCOUNT TITLE

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Reset

NSN 7540-01-058-0224

FINANCIAL INSTITUTION COPY

1199-207

Designed using Perform Pro, WHS/DIOR, Mar 97

Standard Form 1199A (EG)
(Rev. June 1987)
Prescribed by Treasury Department
Treasury Dept. Cir. 1076

OMB No. 1510-0007

DIRECT DEPOSIT SIGN-UP FORM

DIRECTIONS

- To sign up for Direct Deposit, the payee is to read the back of this form and fill in the information requested in Sections 1 and 2. Then take or mail this form to the financial institution. The financial institution will verify the information in Sections 1 and 2, and will complete Section 3. The completed form will be returned to the Government agency identified below.
- A separate form must be completed for each type of payment to be sent by Direct Deposit.
- The claim number and type of payment are printed on Government checks. (See the sample check on the back of this form.) This information is also stated on beneficiary/annuitant award letters and other documents from the Government agency.
- Payees must keep the Government agency informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

SECTION 1 *(TO BE COMPLETED BY PAYEE)*

A NAME OF PAYEE *(last, first, middle initial)*
HIGHLANDS COUNTY BOCC

ADDRESS *(street, route, P.O. Box, APO/FPO)*
590 S COMMERCE AVE

CITY: SEBRING | STATE: FL | ZIP CODE: 33870

TELEPHONE NUMBER
AREA CODE 863-402-6583

B NAME OF PERSON(S) ENTITLED TO PAYMENT
B-23-CP-FL-0431

C CLAIM OR PAYROLL ID NUMBER
59-6000655
Prefix Suffix

D TYPE OF DEPOSITOR ACCOUNT [✗] CHECKING [ ] SAVINGS

E DEPOSITOR ACCOUNT NUMBER
1 0 0 0 2 5 9 4 3 7 5 6 3

F TYPE OF PAYMENT *(Check only one)*
- [ ] Social Security
- [ ] Supplemental Security Income
- [ ] Railroad Retirement
- [ ] Civil Service Retirement (OPM)
- [ ] VA Compensation or Pension
- [ ] Fed. Salary/Mil. Civilian Pay
- [ ] Mil. Active
- [ ] Mil. Retire.
- [ ] Mil. Survivor
- [ ] Other CPF B-23-CP-FL-0431 *(specify)*

G THIS BOX FOR ALLOTMENT OF PAYMENT ONLY *(if applicable)*

TYPE	AMOUNT

PAYEE/JOINT PAYEE CERTIFICATION

I certify that I am entitled to the payment identified above, and that I have read and understood the back of this form. In signing this form, I authorize my payment to be sent to the financial institution named below to be deposited to the designated account.

SIGNATURE	DATE
SIGNATURE	DATE

JOINT ACCOUNT HOLDERS' CERTIFICATION *(optional)*

I certify that I have read and understood the back of this form, including the SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS.

SIGNATURE	DATE
SIGNATURE	DATE

SECTION 2 *(TO BE COMPLETED BY PAYEE OR FINANCIAL INSTITUTION)*

GOVERNMENT AGENCY NAME	GOVERNMENT AGENCY ADDRESS
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS	590 S COMMERCE AVE SEBRING, FL 33870

SECTION 3 *(TO BE COMPLETED BY FINANCIAL INSTITUTION)*

NAME AND ADDRESS OF FINANCIAL INSTITUTION

ROUTING NUMBER [ ][ ][ ][ ]–[ ][ ][ ][ ] CHECK DIGIT [ ]

DEPOSITOR ACCOUNT TITLE

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

PRINT OR TYPE REPRESENTATIVE'S NAME	SIGNATURE OF REPRESENTATIVE	TELEPHONE NUMBER	DATE

Financial institutions should refer to the GREEN BOOK for further instructions.
THE FINANCIAL INSTITUTION SHOULD MAIL THE COMPLETED FORM TO THE GOVERNMENT AGENCY IDENTIFIED ABOVE.

Reset

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 10 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property & Supply Section, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 or the Office of Management and Budget, Paperwork Reduction Project (1510-0007), Washington, D.C. 20503.

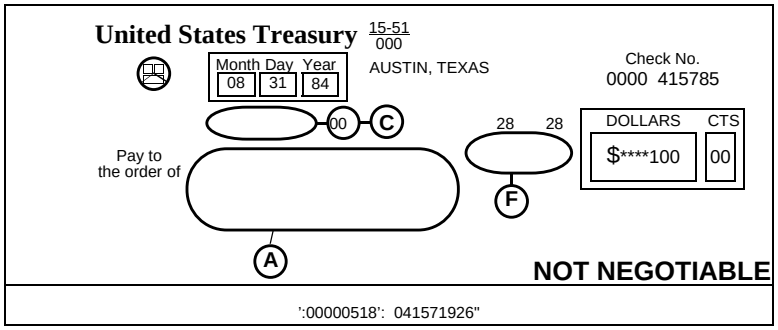
PLEASE READ THIS CAREFULLY

All information on this form, including the individual claim number, is required under 31 USC 3322, 31 CFR 209 and/or 210. The information is confidential and is needed to prove entitlement to payments. The information will be used to process payment data from the Federal agency to the financial institution and/or its agent. Failure to provide the requested information may affect the processing of this form and may delay or prevent the receipt of payments through the Direct Deposit/Electronic Funds Transfer Program.

INFORMATION FOUND ON CHECKS

Most of the information needed to complete boxes A, C, and F in Section 1 is printed on your government check:

- (A) Be sure that payee's name is written exactly as it appears on the check. Be sure current address is shown.
- (C) Claim numbers and suffixes are printed here on checks beneath the date for the type of payment shown here. Check the Green Book for the location of prefixes and suffixes for other types of payments.
- (F) Type of payment is printed to the left of the amount.



SPECIAL NOTICE TO JOINT ACCOUNT HOLDERS

Joint account holders should immediately advise both the Government agency and the financial institution of the death of a beneficiary. Funds deposited after the date of death or ineligibility, except for salary payments, are to be returned to the Government agency. The Government agency will then make a determination regarding survivor rights, calculate survivor benefit payments, if any, and begin payments.

CANCELLATION

The agreement represented by this authorization remains in effect until cancelled by the recipient by notice to the Federal agency or by the death or legal incapacity of the recipient. Upon cancellation by the recipient, the recipient should notify the receiving financial institution that he/she is doing so.

The agreement represented by this authorization may be cancelled by the financial institution by providing the recipient a written notice 30 days in advance of the cancellation date. The recipient must immediately advise the Federal agency if the authorization is cancelled by the financial institution. The financial institution cannot cancel the authorization by advice to the Government agency.

CHANGING RECEIVING FINANCIAL INSTITUTIONS

The payee's Direct Deposit will continue to be received by the selected financial institution until the Government agency is notified by the payee that the payee wishes to change the financial institution receiving the Direct Deposit. To effect this change, the payee will complete a new SF 1199A at the newly selected financial institution. It is recommended that the payee maintain accounts at both financial institutions until the transition is complete, i.e. after the new financial institution receives the payee's Direct Deposit payment.

FALSE STATEMENTS OR FRAUDULENT CLAIMS

Federal law provides a fine of not more than $10,000 or imprisonment for not more than five (5) years or both for presenting a false statement or making a fraudulent claim.

Oujevolk, Richard M.

From: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Sent: Tuesday, October 24, 2023 12:19 PM
To: Oujevolk, Richard M.
Cc: Curran, Martha A; Gonzalez Maldonado, Hector R; Quade, John F; Langford, James D.; Howerton Jr, Clinton; DeFronzo II, Joseph L.; Anderson, Kenya; Gelinas, Cheryl; Linsinbigler, Vickey; Willis, Jennifer; Shields, Jill A.; Randolph, Holly; Gay, Thomasina; mdadams@aimengr.com; Giannopoulos, Zoe
Subject: RE: <External Message> RE: CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4 - Signed Grant Application and Required Forms

[**CAUTION:** External Message*]

Hell OJ,

Thank you so much for your submission of these materials. I am confirming receipt. Upon review, we are requesting the following changes to expedite the grant review process.

- Grant Agreement
  - Please submit the original grant agreement of 21 pages as its own separate file.
- Project Narrative
  - Please submit the project narrative as its own separate file with all document images in portrait mode. We will append the project narrative to the grant agreement once it receives the Deputy Assistant Secretary's (DAS) approval.
- Project Budget
  - Please submit the project budget as its own separate file in portrait mode. We will append the project narrative to the grant agreement once it receives the Deputy Assistant Secretary's (DAS) approval.
- SF-424
  - Please submit the SF-424 as its own separate file.
- SF-424D
  - Please submit the SF-424D as its own separate file.
- SF-LLL
  - Please submit the SF-LLL as its own separate file.
- SF-1199A
  - Please complete, sign, and submit the SF-1199A as its own separate file.
  - Please submit a void check, deposit slip, or letter from your financial institution to accompany the SF-1199A.

We look forward to receiving these materials.

Best,
Angelica

From: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Sent: Friday, October 20, 2023 3:03 PM
To: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>

Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>; Shields, Jill A. <jshields@hcclerk.org>; Randolph, Holly <Holly.Randolph@dot.state.fl.us>; Gay, Thomasina <Thomasina.Gay@dot.state.fl.us>; mdadams@aimengr.com; Giannopoulos, Zoe <Zoe.Giannopoulos@dot.state.fl.us>
Subject: <External Message> RE: CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4 - Signed Grant Application and Required Forms

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Hello Ms. Pagan – Hope your week has gone great!

I have attached the following files:

1. CPF-Grant_B-23-CP-FL-0431_HighlandsCo._signed.pdf – Is the Grant Agreement that has been signed by our Authorized Official Representative (AOR), e.g., Mr. Chris Campbell. The package also includes the agenda item as presented to Mr. Campbell and the other members of the Board of County Commissioners.
2. CPF-Grant_B-23-CP-FL-0431_HighlandsCo_signedforms.pdf – Are HUD Forms SFLL2-0 V.2.0 (Disclosure of Lobbying Activities (1 signed), SF424D-V1.1 – Assurances (1 signed), HUD 424B-V1.0 – Applicant and Recipient Assurances and Certifications (1 signed), and Hud Form 1044 B-23-CP-FL-0431 – Assistance Award/Amendment (3 signed). The package also includes the agenda Item as presented to Mr. Campbell and the other members of the Board of County Commissioners.

Should you have any questions or corrections, please contact us at your convenience.

Happy Weekend,
Richard Oujevolk

From: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Sent: Wednesday, September 20, 2023 2:08 PM
To: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

[**CAUTION:** External Message*]

Sounds good! Looking forward to receiving your materials.

Best,
Angelica

From: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Sent: Wednesday, September 20, 2023 8:27 AM
To: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

Hi Ms. Pagan and good morning!

Thanks for the prompt reply, we will edit the forms to reflect the BOCC has signatory.

We will hopefully take before the Board on 10/17 and be able to send all forms back to you shortly thereafter.

Have a great week!
Richard Oujevolk (my nickname is “oj” go figure ;-P)

From: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Sent: Tuesday, September 19, 2023 5:58 PM
To: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

[**CAUTION:** External Message*]

Hello Richard,

Thank you so much for your email! The Authorized Official Representative (AOR) must sign all the forms you all submit. Chris Campbell, the County Commissioner, is currently listed as the AOR. If you would like to update the AOR, please let me know.

You will submit all forms to me. I will review and approve the forms if they satisfy HUD requirements. If requirements are satisfied, then the forms will go through two more layers of approval with the Deputy Assistant Secretary (DAS) being the final approver. DAS Keegan will sign the grant agreement once it has her approval. From there, our team will send you an email with next steps.

Please let me know if you have any further questions.

Best,
Angelica

From: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Sent: Monday, September 18, 2023 3:24 PM
To: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

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Hi Ms. Pagan – We (Highlands County) have gotten the overall agreement signed but are still looking to get the other forms (listed below signed).

SFLL2-0 V.2.0 – Disclosure of Lobbying Activites
SF424D-V1.1 – Assurances – Construction Programs
HUD 424B-V1.0 – Applicant and Recipient Assurances and Cerifications
HUD Form 1044 B-23-CP-FL-0431 – Assistance Award/Amendment

The last form which I have reattached to this email has Mr. Clinton Howerton, Jr., P.E. as signatory in the box already (HUD Form 1044 B-23-CP-FL-0431.pdf see attached).

Is it "OK" for us (Highlands County), to have our Board of County Commission Chair OR the County Administrator sign that form and the 3 other forms?

Mr. Howerton was the "original" signatory for the application, however, it is the current policy of our BOCC to have the County Administrator sign these type of agreements and supplemental forms as it pertains to the specific agreement.

The item will go before the board for approval on October 17, 2023. As such, it should be available for transmittal to your office approximately 1 week after the meeting.

How are these submittals handled (e.g., the signed agreement and subsequent forms)?

The Overall Agreement still needs to be signed by Deputy Assistant Secretary for Economic Deelopment (Robin J. Keegan).

I am writing this on behalf of Mr. J.D. Langford, Current County Engineer, Mr. Clinton Howerton, Current Infrastructure Engineer.

Thank you,
Richard Oujevolk

RESOLUTION NO. 22-23-134

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO COMMUNITY PROJECT FUNDING GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RELATED TO AGREEMENT NO.: B-23-CP-FL-0431; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a Community Project Funding Grant Agreement, pursuant to the Department of Housing and Urban Development Agreement No.: B-23-CP-FL-0431, the Community Project Funding Grant which provides funds will assist in the Construction of a roadway between Sebring Parkway, SR-17, and Arbuckle Creek Road; and

WHEREAS, the Department of Housing and Urban Development has awarded a Community Funding Grant to Highlands County in accordance with Agreement No.: B-23-CP-FL-0431; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with the Department of Housing and Urban Development and to accept the funding awarded.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

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

SECTION 2. **Approval of Agreement and Authorization to Execute.** The Community Project Funding Grant Agreement No.: B-23-CP-FL-0431, with Department of Housing and Urban Development, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to Community Project Funding Grant Agreement No.: B-23-CP-FL-0431, approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 18th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Department of Housing and Urban Development Agreement
No.: B-23-CP-FL-0431

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0431

Grantee Name: Highlands County
Grantee Address: 505 S. Commerce Ave. Sebring, FL 33870
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN)
Federal Award Identification Number (FAIN) B-23-CP-FL-0431
Assistance Listing Number and Name 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Highlands County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $1,100,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Highlands County

(Name of Organization)

BY: _____

(Signature of Authorized Official)

Chris Campbell, Chairman

(Typed Name and Title of Authorized Official)

July 18, 2023

(Date)

BOARD OF COUNTY COMMISSIONERS SEAL

HUD

BY: _____

Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

_____

(Date)

APPENDIX 1 – Project Narrative

The approved Project Narrative has been attached to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved Budget has been attached to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1.You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 1 – Project Narrative – Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road

The project is the *Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road. The project's purpose is to consolidate three (3) intersections into one (1) single intersection to improve east-west traffic movement, efficiency, and safety.* This project will provide a more direct connection between the Sebring Parkway, SR-17, and Arbuckle Creek Road (see Figure 1 – Appendix 1 Project Narrative); and provide improved access to other facilities such as US 98 (via Arbuckle Creek Road) and US 27 while also connecting regional services such as the Highlands County Landfill.

The proposed new roadway is to be built on existing County lands. To ensure that any funding received from HUD is used in accordance with the National Environmental Policy Act (NEPA). The County is proposing to use 100 percent of the HUD Economic Development Initiative Grant B-23-CP-FL-0431 to determine if said County lands are suitable for the proposed project and purpose of consolidating three (3) intersections into one (1) single intersection improving east-west traffic movement, efficiency, and safety. Governing conditions for the NEPA Study for the roadway shall be in accordance with all applicable Federal Criteria.

The project is proposed to be delivered in three (3) phases. *100 percent of HUD Economic Development Initiative Grant B-23-CP-FL-0431 is to be used as described to deliver Phase 1 – Planning.* Subsequent project phases and expenditures are summarized below (Phase 2 – Final Design and Right-of-Way Acquisition and Phase 3 – Conventional Design Bid-Build execution of Phase 2 Final Plans). Figure 2 – Appendix 1 – Project Narrative provides the overall project schedule.

The three project phases are:

1. Phase 1 - *Planning (to include NEPA certification, e.g., 100 percent of HUD Economic Development Initiative Grant B-23-CP-FL-0431),* preliminary engineering (30 to 45 percent) plans and all necessary permitting. It is anticipated that the Class of Action for this Project (under FHWA NEPA criteria would be a Type 2 Categorical Exclusion (CE2). The cost of Phase 1 is estimated to be 23 percent (23%) of the total project. *HUD Economic Development Initiative Grant B-23-CP-FL-0431 is to be used exclusively in this process.* Proposed execution date is Fall 2023. *Proposed completion date is Winter 2026.*
2. Phase 2 – Final Design and Right-of-Way Acquisition. Based on the analysis as performed in Phase 1, the County will complete final design and any additional Right-of-Way acquisition based on the NEPA evaluation conducted during Phase 1. It is anticipated that the design and any additional Right-of-Way needs will cost approximately 12 percent (12%) of the total budget for the project. Any additional Rights-of-Way shall be acquired in accordance with "The Uniform Relocation Assistance and Real Property Acquisition Policies Act (of 1970)". Proposed execution for Phase 2 is Winter 2026 with proposed completion by Winter of 2029.
3. Phase 3 – Conventional Design-Bid-Build execution of Phase 2 final plans. Phase 3 is the construction phase and is estimated to be sixty-three percent (63%) of total project cost. Proposed execution Spring 2029. Construction commencement Summer 2029 and completion Spring 2032.

APPENDIX 1 – Project Narrative – Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road

Highlands County proposes to use HUD Economic Development Initiative Grant B-23-CP-FL-0431 to perform all elements of Phase 1 – Planning. In accordance with 24 CFR 58.34(a)(1) all activities utilizing these funds would be Exempt and part of HUD's FY 22 or 23 HUD Part 50 Nationwide ERR for CPF Soft Costs. *The total award amount of $1,100,000 will be applied to the environmental clearance and preliminary plans preparation for the project.* The $1,100,00 HUD Grant Number B-23-CP-FL-0431represents approximately 23% of the total project budget of $4,772,893.

Highlands County, FL, and the Florida Department of Transportation (FDOT) are contributing approximately $3,672,893 (split equally) for any additional Right-of-Way, final engineering, and construction costs. It is estimated that any Right-of-Way and final design costs will be $585,000 (approximately 12% of total costs) and the remaining $3,087,893 will be used for construction, and construction inspection services (CEI).

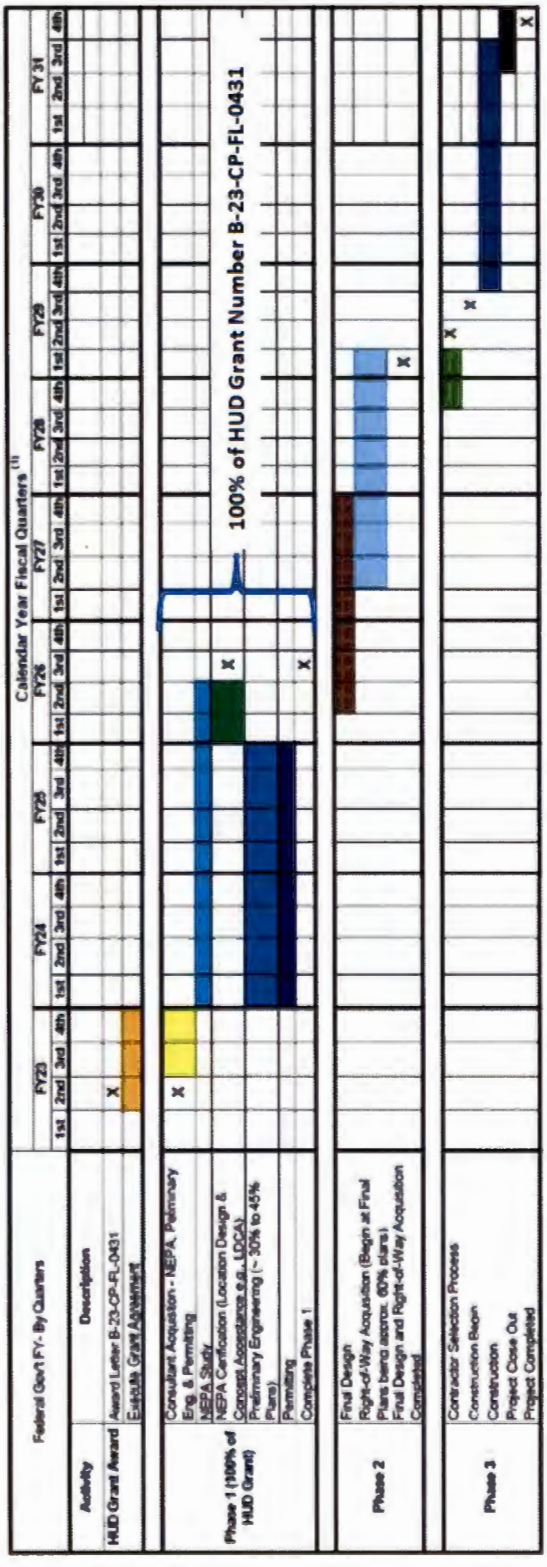
Highlands County, FL and FDOT Funds are programmed for FDOT Fiscal Year 2026 (which is calendar Year July 1, 2025 to June 30, 2026). The FDOT Project Financial ID Number is 449676-1.

The total project budget and phase budgets (including the amount used for HUD Grant Number B-23-CP-FL-0431) are shown in Figures 3 and 4 – Appendix 2 – Approved Budget, respectively.

Figure 1 – Appendix 1 – Project Narrative – Conceptual Roadway Alignment for Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road



Figure 2 – Appendix 1 – Project Schedule for Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road



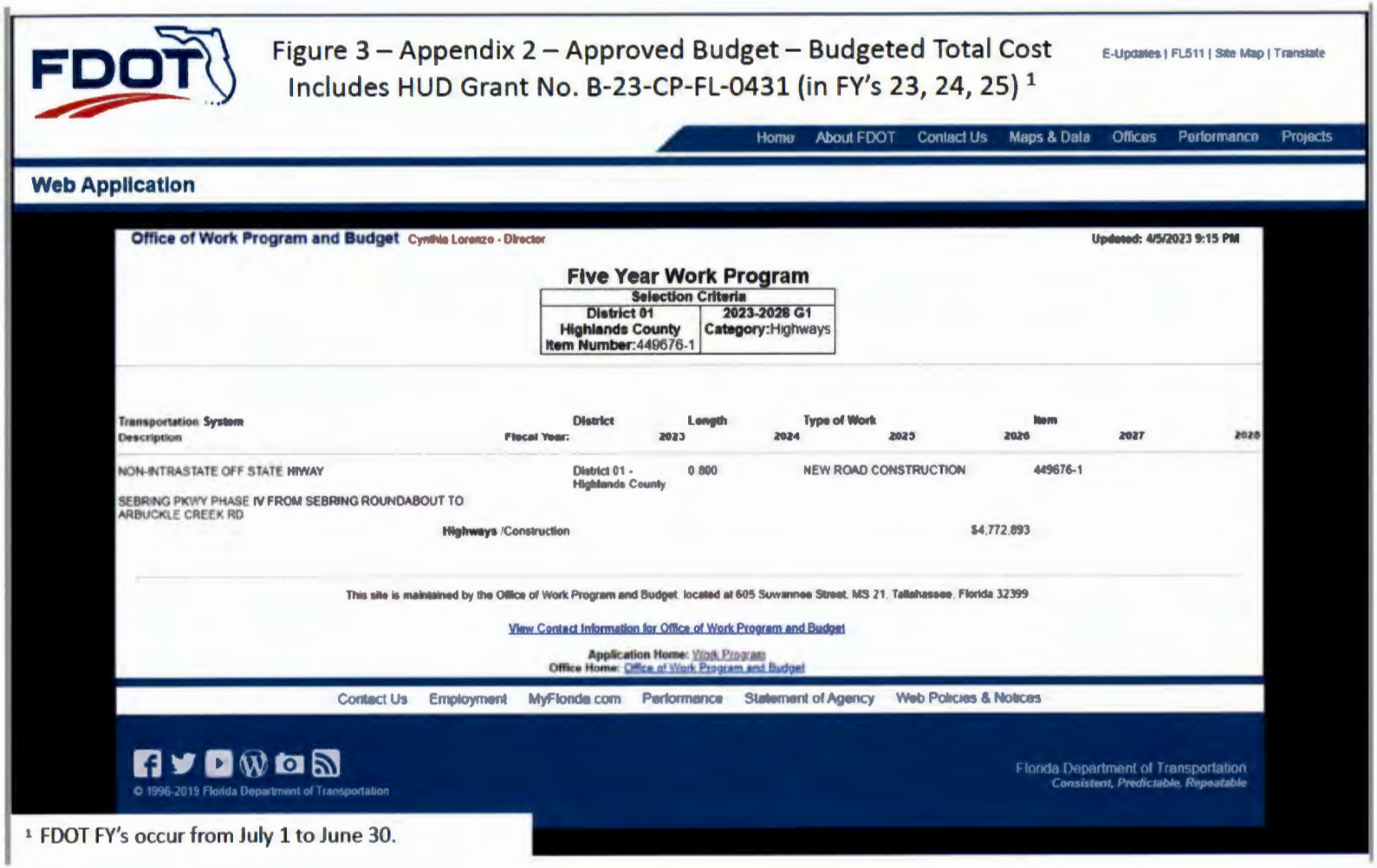


Figure 3 – Appendix 2 – Approved Budget – Budgeted Total Cost Includes HUD Grant No. B-23-CP-FL-0431 for Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road

Figure 4 – Appendix 2 – Approved Budget – Project Budget for Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road

Figure 4 - Appendix 2 - Approved Budget - Construction of a Roadway Between Sebring Parkway, SR-17, and Arbuckle Creek Road

Project Budget

HUD Grant Number: B-23-CP-FL-0431

Fiscal Year	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
ACTIVITY												
Phase 1 - Preliminary (100% of HUD Grant)												
Acquisition												
NEPA			$1,100,00.00			100% of HUD Grant Number B-23-CP-FL-0431						
Preliminary Engineering												
Permitting												
Phase 2 - Final												
Engineering												
Right-of-Way						$585,000						
Phase 3 - Construction												
Constructor Acquisition												
Construction								$3,087,883				
Close Out												

(1)The first federal quarter of the year is January 1 to March 31. The second federal quarter of the year is April 1 to June 30. The third federal quarter of the year is July 1 to September 30. The fourth and final federal quarter of the year is October 1 to December 31.
For example, the United States government Fiscal Year 2023 is:
1st quarter: 1 October 2022 – 31 December 2022.
2nd quarter: 1 January 2023 – 31 March 2023.
3rd quarter: 1 April 2023 – 30 June 2023.
4th quarter: 1 July 2023 – 30 September 2023.

8D

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 17, 2023

PRESENTER: **Richard Oujevolk, P.E., Project Manager Construction Inspector**
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: **Request approval for the Chairman to execute additional forms for the HUD funding of Sebring Parkway Phase 4 (NEPA, permitting & plans), previously approved through Resolution 22-23-134, approving Agreement B-23-CP-FL-0431, FDOT FPID Number Project 449676-1.**

STATEMENT OF ISSUE

Attached for your review and approval is the previously signed Agreement as authorized by the Board of County Commissioner's Chair signature. In addition, there are 4 additional forms that need to be signed by the Grant Applicant's Authorized Official Representative which is listed as the Board of County Commissioner Chairperson, Chris Campbell.

The forms are attached to this Action Request, and it has been determined that these forms should be signed by the Board of County Commissioner Chairperson, Chris Campbell. The forms are:

SFLL2-0 V.2.0 – Disclosure of Lobbying Activities (1 copy)
SF424D-V1.1 – Assurances – Construction Programs (1 copy)
HUD 424B-V1.0 – Applicant and Recipient Assurances and Certifications (1 copy)
HUD Form 1044 B-23-CP-FL-0431 – Assistance Award/Amendment (3 copies need to be signed)

The forms are all administrative in nature and cover commitments by the Grant Recipient regarding Federal governances of said grants.

RECOMMENDED ACTION

Move to authorize the Chairman to execute the supplemental HUD forms needed to complete the Agreement for HUD Community Project Funding (CPF) Grant B-23-CP-FL-0431.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. The request is for signatory approval for supplemental forms to complete the agreement. The formal Budget Amendment was approved and signed by the Board of County Commissioner's Chair on July 18, 2023.

Attachments: 9-20-2023_HUD_email5.pdf
HUD Form 1044 B-23-CP-FL-0431_word_edit_BOCC_sign.pdf
SFLLL_2_0-V2.0.pdf
SF424D-V1.1.pdf
HUD_424B-V1.0.pdf
SebringPkwy_Location_Map.pdf
RES. BOOK 34 PAGE 156.pdf

Oujevolk, Richard M.

From: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Sent: Wednesday, September 20, 2023 2:08 PM
To: Oujevolk, Richard M.
Cc: Curran, Martha A; Gonzalez Maldonado, Hector R; Quade, John F; Langford, James D.; Howerton Jr, Clinton; DeFronzo II, Joseph L.; Anderson, Kenya; Gelinas, Cheryl; Linsinbigler, Vickey; Willis, Jennifer
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

[**CAUTION:** External Message*]

Sounds good! Looking forward to receiving your materials.

Best,
Angelica

From: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Sent: Wednesday, September 20, 2023 8:27 AM
To: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

Hi Ms. Pagan and good morning!

Thanks for the prompt reply, we will edit the forms to reflect the BOCC has signatory.

We will hopefully take before the Board on 10/17 and be able to send all forms back to you shortly thereafter.

Have a great week!
Richard Oujevolk (my nickname is "oj" go figure ;-P)

From: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Sent: Tuesday, September 19, 2023 5:58 PM
To: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer

<Jwillis@highlandsfl.gov>
Subject: RE: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

[**CAUTION:** External Message*]

Hello Richard,

Thank you so much for your email! The Authorized Official Representative (AOR) must sign all the forms you all submit. Chris Campbell, the County Commissioner, is currently listed as the AOR. If you would like to update the AOR, please let me know.

You will submit all forms to me. I will review and approve the forms if they satisfy HUD requirements. If requirements are satisfied, then the forms will go through two more layers of approval with the Deputy Assistant Secretary (DAS) being the final approver. DAS Keegan will sign the grant agreement once it has her approval. From there, our team will send you an email with next steps.

Please let me know if you have any further questions.

Best,
Angelica

From: Oujevolk, Richard M. <roujevolk@highlandsfl.gov>
Sent: Monday, September 18, 2023 3:24 PM
To: Pagan, Angelica M <Angelica.M.Pagan@hud.gov>
Cc: Curran, Martha A <Martha.A.Curran@hud.gov>; Gonzalez Maldonado, Hector R <Hector.R.Gonzalezmaldonado@hud.gov>; Quade, John F <John.F.Quade@hud.gov>; Langford, James D. <jdlangford@highlandsfl.gov>; Howerton Jr, Clinton <chowerton@highlandsfl.gov>; DeFronzo II, Joseph L. <jdefronzo@highlandsfl.gov>; Anderson, Kenya <kanderson@highlandsfl.gov>; Gelinas, Cheryl <Cgelinas@highlandsfl.gov>; Linsinbigler, Vickey <vlinsinbigler@highlandsfl.gov>; Willis, Jennifer <Jwillis@highlandsfl.gov>
Subject: <External Message> CPF Grant B-23-CP-FL-0431/Highlands County FL/Sebring Parkway Phase 4

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Hi Ms. Pagan – We (Highlands County) have gotten the overall agreement signed but are still looking to get the other forms (listed below signed).

SFLL2-0 V.2.0 – Disclosure of Lobbying Activites
SF424D-V1.1 – Assurances – Construction Programs
HUD 424B-V1.0 – Applicant and Recipient Assurances and Cerifications
HUD Form 1044 B-23-CP-FL-0431 – Assistance Award/Amendment

The last form which I have reattached to this email has Mr. Clinton Howerton, Jr., P.E. as signatory in the box already (HUD Form 1044 B-23-CP-FL-0431.pdf see attached).

Is it "OK" for us (Highlands County), to have our Board of County Commission Chair OR the County Administrator sign that form and the 3 other forms?

Mr. Howerton was the "original" signatory for the application, however, it is the current policy of our BOCC to have the County Administrator sign these type of agreements and supplemental forms as it pertains to the specific agreement.

The item will go before the board for approval on October 17, 2023. As such, it should be available for transmittal to your office approximately 1 week after the meeting.

How are these submittals handled (e.g., the signed agreement and subsequent forms)?

The Overall Agreement still needs to be signed by Deputy Assistant Secretary for Economic Deelopment (Robin J. Keegan).

I am writing this on behalf of Mr. J.D. Langford, Current County Engineer, Mr. Clinton Howerton, Current Infrastructure Engineer.

Thank you,
Richard Oujevolk

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name: Highlands County Board of County Commissioners
* Street 1: 600 S. Commerce Avenue
Street 2:
* City: Sebring
State: FL: Florida
Zip: 33870
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
HUD

7. * Federal Program Name/Description:
CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:

Prefix: * First Name: n/a Middle Name:
* Last Name: n/a Suffix:
* Street 1: Street 2:
* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: * First Name: n/a Middle Name:
* Last Name: n/a Suffix:
* Street 1: Street 2:
* City: State: Zip:

11. Informaton requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix: * First Name: Chris Middle Name: * Last Name: Campbell Suffix:

Title: Chairman **Telephone No.:** 863-402-6500 **Date:** 10/17/2023

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
SEAL	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Highlands County Board of County Commissioners	10/17/2023

SF-424D (Rev. 7-97) Back

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: | *First Name: Chris

Middle Name:

*Last Name: Campbell

Suffix:

*Title: Chairman

*Applicant Organization: Highlands County Board of County Commissioners

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

*Signature: Chris Campbell, Chairman

*Date: 10/17/2023

BOARD OF COUNTY COMMISSIONERS SEAL

Assistance Award/Amendment	U.S. Department of Housing and Urban Development Office of Administration	
1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment
3. Instrument Number B-23-CP-FL-0431	4. Amendment Number	5. Effective Date of this Action / 6. Control Number
7. Name and Address of Recipient Highlands County 505 S. Commerce Ave. Sebring, FL 33870 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000 8a. Name of Administrator / 8b. Telephone Number
10. Recipient Project Manager Clinton Howerton Jr., P.E.		9. HUD Government Technical Representative Lauren Thomas Lauren.Thomas@hud.gov
11. Assistance Arrangement ☐ Cost Reimbursement ☐ Cost Sharing ☒ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office Chief Financial Officier

14. Assistance Amount

Previous HUD Amount	
HUD Amount this Action	$1,100,000.00
Total HUD Amount	$1,100,000.00
Recipient Amount	
Total Instrument Amount	$1,100,000.00

15. HUD Accounting and Appropriation Data

15a. Appropriation Number / 15b. Reservation Number EDE 23

Amount Previously Obligated	
Obligation by this Action	
Total Obligation	

16. Description

Construction of a Roadway Between Sebring Parkway, SR– 17, and Arbuckle Creek Road

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044
(B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at
https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").
This document does NOT constitute the grant agreement for this award.
The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. ☐ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. ☒ Recipient is not required to sign this document.
19. Recipient (By Name): Chris Campbell, Board of County Commissioners Chair	20. HUD (By Name): Robin J. Keegan
Signature & Title: Date: 10/17/2023	Date:

BOARD OF COUNTY COMMISSIONERS SEAL

Previous Editions are Obsolete

form HUD-1044 (8/90)
Ref. Handbook 2210.17

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant	2. Type of Action ☒ Award ☐ Amendment
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Signature & Title: Date: 10/17/2023	Date:

BOARD OF COUNTY COMMISSIONERS SEAL

Previous Editions are Obsolete

form HUD-1044 (8/90)
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19. Recipient (By Name): Chris Campbell, Board of County Commissioners Chair	20. HUD (By Name): Robin J. Keegan
Signature & Title: Date: 10/17/2023	Date:

Previous Editions are Obsolete

BOARD OF COUNTY COMMISSIONERS SEAL

form HUD-1044 (8/90)
Ref. Handbook 2210.17

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Dustin Fitch, Interim Deputy Chief**

SUBJECT/TITLE: **Request acceptance of the State of Florida Emergency Medical Services Grant application and approval of Resolution 23-24-015 for Budget Amendment 23-24-015.**

STATEMENT OF ISSUE

The EMS department annually applies for the funds available through the Department of Health EMS Grant and will be used for education, training and promotional items. There is no county match requirement.

RECOMMENDED ACTION

Move to approve the acceptance of the State of Florida Emergency Medical Services Grant application and approval of Resolution 23-24-015 for Budget Amendment 23-24-015.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) to be appropriated in Cost Center 5105 (EMS), Account 54000Z (Travel and Per Diem) in the amount of $2,000.00 Account 54800Z (Promotional Activity) in the amount of $6,857.66 and Account 55403Z (Education & Training) for a combined total of $10,857.66.

Attachments: 23.24 payments.pdf
23-24-015 Project 23024 EMS County Grant 23-24 (BA).pdf
23-24-015R Project 23024 EMS County Grant 23-24 (Resolution).pdf
county-grant-application..pdf

2023 - 2024 Payments to County Governments Required by Section 401.113 (2)(a), Florida Statutes

County	New Funds
Alachua	$39,734.92
Baker	$4,668.24
Bay	$20,645.32
Bradford	$20,357.34
Brevard	$45,041.36
Broward	$92,781.44
Calhoun	$2,556.10
Charlotte	$29,198.18
Citrus	$15,885.82
Clay	$21,754.11
Collier	$78,658.02
Columbia	$15,641.91
Desoto	$5,771.04
Dixie	$2,048.50
Duval	$82,316.27
Escambia	$28,097.03
Flagler	$9,788.44
Franklin	$1,130.34
Gadsden	$6,984.86
Gilchrist	$2,411.24
Glades	$7,388.89
Gulf	$2,718.53
Hamilton	$5,942.28
Hardee	$10,052.07
Hendry	$8,072.82
Hernando	$20,643.45
Highlands	$10,857.66
Hillsborough	$97,576.60
Holmes	$1,606.94
IndianRiver	$18,251.69
Jackson	$6,194.84
Jefferson	$7,039.89
Lafayette	$804.42
Lake	$33,179.90
Lee	$66,473.70
Leon	$24,425.81
Levy	$8,465.79
Liberty	$1,714.34
Madison	$5,851.85
Manatee	$41,137.91
Marion	$25,611.15

Martin	$23,728.21
Miami Dade	$127,966.97
Monroe	$36,639.33
Nassau	$6,482.13
Okaloosa	$24,597.23
Okeechobee	$4,138.55
Orange	$237,962.72
Osceola	$59,253.35
Palm Beach	$183,816.99
Pasco	$34,979.14
Pinellas	$140,321.03
Polk	$96,280.26
Putnam	$5,210.37
St. Johns	$24,331.23
St. Lucie	$40,317.82
Santa Rosa	$23,939.42
Sarasota	$48,326.05
Seminole	$63,897.50
Sumter	$17,476.43
Suwannee	$6,904.61
Taylor	$1,856.20
Union	$785.23
Volusia	$55,486.25
Wakulla	$3,552.63
Walton	$8,007.68
Washington	$2,431.04

Totals	**$ 2,208,169.38**

REVIEWED
O.M.B DEPARTMENT
November 07, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/6/2023** SUBMITTED BY: **Roxanna Taylor**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5105**

PROJECT(S) #: **23024** PROJECT TITLE(S): **EMS Cunty Grant 23-24** COST CENTER TITLE(S): **Ambulance Service**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342170Z	EMS Grant	23024	0.00	10,857.66		10,857.66
E	005	5105	54000Z	Project Travel and Per Diem	23024	0.00	2,000.00		2,000.00
E	005	5105	54800Z	Project Promotional Activity	23024	0.00	6,857.66		6,857.66
E	005	5105	55403Z	Project Education & Training	23024	0.00	2,000.00		2,000.00
									0.00
									0.00
									0.00

REASON: **To appropriate grant funds from the Florida Department of Health EMS County Grant for improvements and expansion of pre-hospital EMS.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-015**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-20

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-015 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET 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, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-015 is hereby approved and authorized to appropriate grant funding from the Florida Dept. of Health in the amount of $10,857.66 for Project 23024 EMS County Grant 23/24.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 28th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Instructions: County Government Application Form 2023-2024

The first application page has five numbered items.

Please note that Item 2 on the first application page is where the county's authorized person must provide his/her signature and the date.

Item 4 describes the content of the current “resolution” that is required. However, if a previous resolution has continuing authority, include a signed message about this and provide a copy of the previous resolution.

Item 5 of the first page of the application form asks for the name of the organization(s) to which you decide to allocate funds from your new county grant. The second page of the application form is the budget page, and one of these budget pages is needed for each organization listed in Item 5.

The county alone has the authority to use all the grant funds itself or to provide some of the funds to other organizations within the county. However, the county remains responsible to the state for all the funds.

The budget costs must total to the exact amount of new funds for your grant. You can request budget changes and to add to the new grant budget unexpended previous funds from the prior grant, after the new grant begins.

The Request for Grant Fund Distribution Form is the last page herein and you must complete only the top part of the form. State EMS will complete the bottom part, as stated on the form.

You should copy all forms on your computer to use them. If you place them in restricted editing mode, you can use your keyboard Tab key to go from field to field.

Note: This instruction form is for information purposes only and is not part of form DH 1684.

EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID. Code (The State EMS Program will assign the ID Code – leave this blank) _____

1. County Name:	**HIGHLANDS COUNTY**
Business Address:	600 SOUTH COMMERCE AVENUE
	SEBRING, FLORIDA 33870
Telephone:	**863-402-6500**
Federal Tax ID Number (Nine Digit Number): VF	**59-60000655**

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county.) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: **Date:**

Printed Name:	Laurie Hurner
Position Title:	**Highlands County Administrator**

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name:	**DUSTIN FITCH**		
Position Title:	**INTERIM DEPUTY CHIEF**		
Address:	**4506 KENILWORTH BLVD**		
	SEBRING, FLORIDA 33870		
Telephone:	863-402-7600	Fax Number:	**863-402-7404**
E-mail Address:	**FIRERESCUE@HIGHLANDSFL.GOV**		

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without this resolution.

5. Organization List: Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

BUDGET PAGE - When the budget form is in your computer, the budget totals below should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click "Update Field" on the resulting menu.

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries =	$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	**$ 0.00**

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
Educational Travel Costs	**$2,000.00**
Promotional Items	**$6,857.66**
Educational Conferences and Seminars	**$2,000.00**
Total Expenses =	**$ 10,857.66**

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Total Vehicles & Equipment =	**$ 0.00**
Grand Total =	**$10,857.66**

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
The county name, address, and corresponding federal ID number used herein **must** be in the state MyFloridaMarketPlace (MFMP) system. A finance person in your organization who does business with the state can provide these.

Name of County: **HIGHLANDS COUNTY**

Mailing Address: **600 SOUTH COMMERCE AVENUE**

SEBRING, FLORIDA

Federal 9-digit Identification number: **59-60000655** 3-digit seq. code

Authorized County Official: _____ _____
Signature **Date**

_____
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Section

Grant Amount for State to Pay: $_____ Grant ID: Code: _____

Approved By: _____ _____
Signature of State EMS Unit Supervisor Date

Approved By: _____ _____
Signature of Contract Manager Date

State Fiscal Year: 2023 - 2024

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	05	SF005	751000	059998

Federal Tax ID: VF ___ ___ ___ ___ ___ ___ ___ ___ ___ Seq. Code: ___ ___ ___

Grant Beginning Date: _____ Grant Ending Date: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Corey Amundsen, Emergency Manager**

SUBJECT/TITLE: **Request approval and authorization for a payment without Purchase Order to EMCI Wireless.**

STATEMENT OF ISSUE

EMCI Wireless performed inspections on six Highlands County Communication Towers in January 2023, post Hurricane Ian, and forgot to bill during the 2022-23 fiscal year.

RECOMMENDED ACTION

Move to approve and authorize a payment without Purchase Order to EMCI Wireless.

FISCAL IMPACT

The fiscal impact is an increased expense of $23,040 to Emergency Management's budget, in General Fund 005, cost center 3998B, for FY 2022-23.

Attachments: EMCI PWOPO 11-3-2023 signed.jpg
EMCI Invoice 103782.jpg

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

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

To: Purchasing Manager

From: Emergency Management (Department / Division Name) Corey Amundsen (Requesting Employee's)

Date: 11-3-23

Purchase order to EMCI Wireless #237788 [Vendor's Name/Number] was not created for the purchase billed on the attached invoice, for the following reason(s):

EMCI admitted that they forgot to send invoice

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

11/3/23
Employee's Signature & Date

Dustin Fitch
Manager / Director's Signature & Date
Nov 8, 2023
Interim Deputy Chief

Fund/Cost Ctr	Account	Project	Amount
005/3998B	534600		23,040

Approval: 17.B.35 Sole Source

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

Tanya Cassady
Purchasing Division - Signature
on behalf of Lori Delaach

11-3-23

Funds are available for payment and the amount is greater than $7,5

OMB Division - Signature

Approved for payment based on the above information.

County Administrator - Signature

Date of Board approval

Requesting Employee's Initials

90

Invoice

Invoice# INV-103782

Balance Due
$23,040.00

Electronic Maintenance & Communications, Inc.
Tax ID : 59-3060334
3708 Sparta Road
Sebring, Florida 33870
www.emciwireless.com
(863) 385-7470

Bill To
Highlands County Emergency Operations Center
6850 W George Blvd
Sebring, Florida 33875

Ship To
6850 W George Blvd
Sebring, Florida 33875

Invoice Date : October 03, 2023
Payment Terms : Due Upon Receipt
Contact Name : Corey Amundsen

#	Item & Description	Qty	Rate	Amount
1	EMTS000012 Avon Park Tower Inspection and Report (Report provided 1/31/23)	1.00 Ea	3,840.00	3,840.00
2	EMTS000012 Sheriff's Tower Inspection and Report (Report provided 1/31/23)	1.00 Ea	3,840.00	3,840.00
3	EMTS000012 EOC Tower Inspection and Report (Report provided 1/31/23)	1.00 Ea	3,840.00	3,840.00
4	EMTS000012 Lake Placid Tower Inspection and Report (Report provided 1/31/23)	1.00 Ea	3,840.00	3,840.00
5	EMTS000012 Brighton Tower Inspection and Report (Report provided 1/31/23)	1.00	3,840.00	3,840.00
6	EMTS000012 Venus Tower Inspection and Report (Report provided 1/31/23)			3,840.00

91

23,040.00

23,040.00

23,040.00

Payment Options

Terms & Conditions

A 2% convenience fee will be applied to payments over $5,000.00 that are made utilizing a credit card.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Lori Deloach, Purchasing Manager**

SUBJECT/TITLE: **Request approval of the contract between Unifirst Corporation and Highlands County for uniform services.**

STATEMENT OF ISSUE

After review of the current uniform needs and pricing available by the user departments and Purchasing, it was determined that UniFirst Corporation is the most advantageous for Highlands County. By utilizing the Sourcewell Cooperative, the County has gained competitive pricing that comes with the volume use of all entities utilizing the Cooperative. In comparison to the current contract, we anticipate an approximate 13% savings if we remain with the same items.

RECOMMENDED ACTION

Move to approve the contract between Unifirst Corporation and Highlands County for uniform services.

FISCAL IMPACT

The budget for FY23-24 includes a total of $35,508 for uniform rental and replacement costs in Parks & Facilities, Road & Bridge, Engineering and Critical Infrastructure Departments.

Attachments: UniFirst Executed Agreement.pdf

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and UniFirst Corporation, 68 Jonspin Road, Wilmington, Massachusetts 01887, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, Sourcewell competitively solicited for and negotiated for the provision of uniforms and certain supplies and issued a contract to the CONTRACTOR identified through Contract #040920, hereinafter referred to as "Cooperative Contract"; and

WHEREAS, the CONTRACTOR exhibited through its response to the Sourcewell solicitation and the Cooperative Contract that it is capable of providing the services required by the COUNTY; and

WHEREAS, the COUNTY has determined that it is in its best interest to enter into an Agreement with the CONTRACTOR based on the products and pricing set forth in the Cooperative Contract.

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

SECTION 1. TERM.

The term of this Agreement shall extend from the date of execution by the COUNTY for a period of five (5) years.

SECTION 2. PRODUCTS, PRICING AND LOCATIONS.

The CONTRACTOR will provide products ("Merchandise") and pricing for the listed locations ("Location(s)") to the COUNTY as set forth in the **Exhibit "A**" attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

COUNTY:	Highlands County Attention: County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Attn: County Attorney 600 South Commerce Avenue Sebring, Florida 33870 Ssutphen@roperpa.com
CONTRACTOR:	UniFirst Corporation 7321 Commercial Circle Fort Pierce, FL 34951

SECTION 5. 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 6. 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 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of Exhibit A shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. 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 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, to the extent caused by the negligent acts and/or omissions or willful misconduct of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like in the performance of its obligations under this Agreement. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, to the extent caused by the negligent acts and/or omissions or willful misconduct of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like in the performance of its obligations under this Agreement through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. 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 13. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR for a period of three 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 three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based

upon its findings in this audit without regard to the termination provision set forth herein.

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:

GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

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

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
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 allowed by law.
3. Ensure that any 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 COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 16. TERMINATION.

A. Termination for Default. If either party believes that the other party has breached or violated any representation, warranty, covenant or other obligation specified herein, that party shall notify the other party in writing specifying the precise details of the default. If such default is not remedied within thirty (30) days from the receipt of such notice, or in the event that such cure may not be reasonably completed within thirty (30) days, such cure shall have not been commenced within such thirty (30) day period and thereafter be diligently prosecuted to its completion, then the non-defaulting party shall have the right to terminate this Agreement as to any affected Locations by written notice to the defaulting party.

B. Termination for Convenience/Breach of COUNTY. Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. Notwithstanding the foregoing, in the event COUNTY terminates this Agreement, in whole or in part, prior to the expiration of the term or any renewal term, for any reason other than CONTRACTOR's default hereunder (subject to the right to cure set forth above), or CONTRACTOR terminates this Agreement for COUNTY's default, COUNTY will pay as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the average weekly amounts invoiced in the preceding twenty-six (26) weeks, (or such lesser term as may then be available) multiplied by the number of weeks remaining in the current term.

SECTION 17. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 19. LIMITATION OF LIABILITY

Neither party will be liable for any incidental, consequential, special or punitive damages.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 9th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____

Chris Campbell, Chairman

ATTEST:

_____

Jerome Kaszubowski, Clerk

CONTRACTOR

UniFirst Corporation

Print: Wayne T Pavia

Title: Branch Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Wayne Pavia, as Branch Manager of UniFirst Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Personally Known as identification, and who did/did not take an oath this 9th day of November, 2023.

(stamp)
JILL K. FREEMAN
Commission # HH 149795
Expires July 7, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____

NOTARY PUBLIC

Exhibit "A"

US Rental Garment Pricing

	Contract Item - Description	UniFirst Item #	Weekly Unit Rate	Lost / Damage
1	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	$0.18	$15.20
2	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	$0.16	$13.00
3	Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	08MX	$0.50	$30.50
4	Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	06MX	$0.46	$27.40
5	Micro Check Long Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	03UM	$0.24	$21.10
6	Micro Check Short Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	04UM	$0.21	$18.05
7	Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	01OB	$0.57	$34.05
8	Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	02OB	$0.52	$31.70
9	Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0111	$0.22	$19.50
10	Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0211	$0.21	$17.85
11	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	4248	$0.24	$20.80
12	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	$0.24	$21.40
13	Pleated Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1122	$0.27	$23.45
14	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	$0.31	$27.30
15	Cargo Short, 7.5/8 oz 65/35 Poly/Cotton Blend.	1271	$0.28	$23.55
16	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	$0.16	$18.45
17	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	$0.26	$20.90
18	Short Sleeve Shirt, 6 oz. 100% Cotton.	0201	$0.22	$18.90
19	UniFirst Classic Fit Jean, 13.75 oz. 100% Cotton Denim.	1091	$0.28	$22.65
20	UniFirst Relaxed Fit Jean, 13.75 oz. 100% Cotton Denim.	10HD	$0.32	$26.80
21	LS Coverall, 8.75 oz. 100% Cotton.	3001	$0.48	$39.80
22	Long Sleeve Shirt, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09TC	$0.43	$77.55
23	HiVis LS Shirt, 4.25oz. 65/35 Poly/Cot. Fluorescent Lime-Yellow with 2" 3M Scotchlite Refl Striping on Front, Back, and Sleeves.	09AH	$0.67	$57.95
24	HiVis SS Shirt, 4.25oz. 65/35 Poly/Cot. Fluorescent Lime-Yellow with 2" 3M Scotchlite Refl Striping on Front, Back, and Sleeves.	06AH	$0.58	$49.80

US Facility Services Pricing (Rental Service Frequency & Billing)

	US Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	Bill Group	Bill Program	Billing Method	Weekly	Lost / Damage
1	Great Impression 2.0 HD 90ml Dust Control Mat 3x5	76GF	50%	NA	MAT	RE	Mat - rental	$1.50	$90.65
2	Great Impression 2.0 HD 90ml Dust Control Mat 4x6	76GG	50%	NA	MAT	RE	Mat - rental	$2.40	$139.40
3	Great Impression 2.0 HD 90 ml Dust Control Mat 3x10	76GH	50%	NA	MAT	RE	Mat - rental	$3.00	$185.15
4	Scraper Mat 3x5	5388	50%	NA	MAT	RE	Mat - rental	$1.33	$114.60
5	18X18 Red Wiper Bagged ea,price(approx 50 per bag)	8023	50%	2.0%	WIP	M$	Wiper min usage w/ auto repl	$0.06	$0.30

6	Laundry Soil Lock-Up	8950	100%	NA	HDW	0$	Hardware - no charge	$0.00	$279.75
7	Laundry Soil Lock-Up Maxi	8958	100%	NA	HDW	0$	Hardware - no charge	$0.00	$455.55
8	8 Compartment Hanger Standard	8951	100%	NA	HDW	0$	Hardware - no charge	$0.00	$602.10
9	8 Compartment Hanger Wide	8919	100%	NA	HDW	0$	Hardware - no charge	$0.00	$645.10
10	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	HDW	0$	Hardware - no charge	$0.00	$684.65
11	Hanger Recovery Rack	8957	100%	NA	HDW	0$	Hardware - no charge	$0.00	$17.90
12	Bag Rack	8956	100%	NA	HDW	0$	Hardware - no charge	$0.00	$16.40
13	Laundry/Linen Mesh Bags (30x40)	9075	50%	NA	LIN	0$	Linen - no charge	$0.00	$10.65
14	6 Gallon Wiper/Safety Can	9949	100%	NA	HDW	0$	Hardware - no charge	$0.00	$141.20

US Disposables Pricing

	US Contract Item - Description	UniFirst Item #	Bill Group	Bill Program	Billing Method	Service Frequency	Price Per Unit	Lost / Damage
1	1000 ml UniFirst Gel Sanitizer (US)	88UC	SOA	US	Soap - usage	1	$16.87	NA
2	1000 ml UniFirst Hands Free Dispenser	88UE	HDW	0$	Hardware - no charge	1	$0.56	$111.25
3	2000 ml Supro Max Cherry	1968	SOA	US	Soap - usage	1	$18.65	NA
4	2000 ml Dispensing System	1921	HDW	0$	Hardware - no charge	1	$0.00	$10.63

Service Charges:

1. Garment Preparation Charge. A one-time charge applicable to each garment, no matter its size, at the time each such item is placed into service. $0.85 each
This charge is waived for the initial installation of Services at each Location.

2. Emblems, embroidered, provided and affixed by Contractor, in standard Contractor sizes and colors.
These fees are waived for the initial installation of Services at each Location.

Employee Name	$0.55	each
***Non-Standard Merchandise,** COUNTY Identity	$1.60	each

Custom emblem fees NOT waived for the initial installation of service at each Location.
***Non-Standard Custom (identity, color, size, etc.) US - $2.50 each

3. Outsize Garment Charge. A one-time charge applicable to each garment, which applies only when a given garment is placed into service and only in the event and only to the extent that the below sized garments (by category) are utilized.

Outsize Garment Charges			
Category	**Size**	**US Charge**	
Shirts	Size 2XL – 6XL Size 7XL and up	$2.65 each $4.25 each	
Men's Pants	Size 44 – 48 Size 50 - 56 Size 58 and up	$3.20 each $3.70 each $4.25 each	
Women's Pants	Size 22 – 28 Size 30 and up	$3.20 each $3.70 each	
Jackets	Size 2XL – 5XL Size 6XL Size 7XL and up	$3.90 each $6.40 each $8.60 each	
Coveralls	Size 52 – 58 Size 60 – 64 Size 66 and up	$3.90 each $6.40 each $8.60 each	
Misc.	Size 50 – 56 Size 58 and up	$2.90 each $3.45 each	

4. Minimum Service Charge $25.00 per Location (or applicable Service Invoice)

Note: The Minimum Service Charge applies ONLY in the event, and even then, ONLY to the extent that the rental service charges listed on each weekly service invoice (exclusive of the DEFE Charge) fail to equal this minimum sum.

5. DEFE Charge $3.89 per service invoice

DEFE CHARGE. COUNTY's invoices may include a DEFE CHARGE that may vary for different customers, to cover all or only portions of certain expenses including:

D = **DELIVERY**, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = **ENVIRONMENTAL**, or expenses (past, present and future) Contractor absorbs related to wastewater resting, purification, effluent control, solids disposal, supplies and equipment for pollution controls an energy conservation and overall regulatory compliance.

F = **FUEL**, or the gas, diesel fuel, oil and lubricant expenses associated with keeping Contractor's fleet vehicles on the road and servicing its customers.

E = **ENERGY**, primarily the natural gas Contractor uses to run boilers and gas dryers, plus other local utility charges.

6. Unscheduled Deliveries. If COUNTY requests an unscheduled delivery of goods or services, the following charges apply.

During normal business hours Mon-Fri:	$25.00
After normal business hours Mon-Fri:	$75.00
Saturday, Sunday & Holidays:	$250.00

Additonal Terms/Notes:

1. Prices will be fixed for the initial term of the Agreement. Thereafter, on an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%.

2. ***Indicates an Item of Non-Standard Merchandise, hereby made expressly subject to the buy-back provisions set forth the Agreement. If any of the Merchandise in use by COUNTY hereunder either has direct embroidery unique to COUNTY or is Merchandise that COUNTY normally does not stock ("Non-Standard Merchandise") then, upon the discontinuance of any service hereunder at any time for any reason whatsoever, including expiration, termination, or cancellation of this Agreement for any reason, with or without cause, deletion of any Non-Standard Merchandise items from its service program or due to employee or Location reductions (in each case a "Discontinuance of Service"), COUNTY will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in CONTRACTOR's inventory (in-service, shelf) paying for same the Lost/Damage Charges then in effect.

3. Once Merchandise is ordered by CONTRACTOR for the installation at the Locations, COUNTY shall not, without the prior written agreement of the parties, (i) change the styles, fabrics or colors of the Merchandise or, (ii) reduce the Merchandise at any Location by less than seventy five percent (75%) of the total of (a) the Merchandise on the initial invoice for such Location, and (b) any additional Merchandise added at such Location after the initial invoice.

4. COUNTY agrees to pay CONTRACTOR for all Merchandise that is lost, stolen, damaged or abused beyond repair Lost/Damage Charges then in effect.

5. As a condition to the termination of this Agreement, for whatever reason, COUNTY will return to CONTRACTOR all standard Merchandise in good and usable condition or pay for same at the Lost/Damage Charges then in effect.

6. *Flame Resistant* ("FR") *Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

7. All employees shall have the option of selecting, where available, either long or short sleeve shirts, or any combination thereof, at the time of installation of Services, or thereafter only whenever replacement garments are being ordered.

6. The weekly rental rates listed above are quoted in individual units. The weekly rental charges associated with the utilization of each such item will be flat rated and invoiced based upon the "Billed Quantity" indicated on the service invoice, whether or not such quantity is actually delivered in a given week.

9. In certain specified instances, Auto Replacement Charges ("ARC") may apply but any such charge is intended to cover ongoing replacements of lost items to maintain agreed- upon inventory levels. Replacement items will be added to returned inventory to compensate for the possible misplacement of such items. It being understood, however, that the ARC is only an estimate, and accordingly, additional charges or credits (as the case may be) will be applied (as necessary) upon agreement of the Parties acting in good faith, following a review of actual losses.

Locations:

Location Name	Address	City, State, Zip
Parks & Facilities Management Office	636 S. Fernleaf Ave	Sebring
Engineering Dept	505 S. Commerce Ave	Sebring, FL 33870
Traffic Operations	4330 George Blvd	Sebring, FL 33875
Veteran's Services	7209 S. George Blvd	Sebring, FL 33875
Road & Bridge Shop/Warehouse	4344 George Blvd	Sebring, FL 33875
Road & Bridge Sebring	4344 George Blvd	Sebring, FL 33876
Road & Bridge NR/IPM	4344 George Blvd	Sebring, FL 33877
State IPM (Coveralls)	4344 George Blvd	Sebring, FL 33878
Road & Bridge Lake Placid	1815 CR 621	Lake Placid
Road & Bridge Avon Park	518 CR 17A N	Avon Park
Landfill	12700 Arbuckle Creek Rd	Sebring, FL 33870

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Sourcewell

Solicitation Number: RFP #040920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **UniFirst Corporation**, 68 Jonspin Road, Wilmington, MA 01860 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 22, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor's Equipment, Products, or Services consist exclusively of textile products or services, and will identified as Products or Services in this Contract.

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All purchased Products provided under this Contract must be new/current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Vendor may offer close-out or refurbished Products if they are clearly indicated in Vendor's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Products and Services furnished are free from liens and encumbrances. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Vendor makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Products and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Products or Services under this Contract will be priced as stated in Vendor's Proposal. The prices stated in Vendor's Proposal are calculated based on a five (5) year contract term commitment. Four (4) year contract term commitments will require a five percent (5%) price increase. Three (3) year contract term commitments will require a ten percent (10%) price increase. All prices submitted are exclusive of any applicable sales taxes. All such sales taxes shall be listed as a separate line item on the underlying invoice and paid directly by UniFirst to the appropriate taxing authority.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Products or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Products must be properly packaged. Damaged Products may be rejected. If the damage is not readily apparent at the time of

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delivery, Vendor must permit the Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Products that arrive in a defective or inoperable condition.

Vendor will repair any rental item or reperform any services which do not comport with the Sourcewell's specifications or requirements as set forth in the Contract and issue credits for any Services that do not comport with said specification and/or requirements. The Products are processed and delivered on a weekly basis, each week, continuously throughout the term of the Contract. As such, the applicable warranty period for such rental Products is one (1) week.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Products. In the event of the delivery of nonconforming Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Products with conforming Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Products or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Products or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Product or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Products or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Products and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Products or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Products or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Products or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor.

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Typically, a Participating Entity will enter into a local service contract directly with Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate their local service contract, in whole or in part, subject to its terms and conditions, upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's local service contract will be determined by the Participating Entity.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Products and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing.

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Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Products and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor will indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of its negligence or willful misconduct in the performance of this Contract by the Vendor or its agents or employees.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Products or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity's local service contract under this Contract, in default:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any purchase orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Products or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Products or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Products or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 6/18/2020 | 12:51 PM CDT

UniFirst Corporation

By: DocuSigned by: David M. Katz C1504866F1CF420...

David M. Katz

Title: Vice President Sales & Marketing

Date: 6/18/2020 | 12:07 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 6/18/2020 | 12:52 PM CDT

RFP 040920 - Uniforms with Related Products and Services

Vendor Details

Company Name:	UniFirst Corporation
Address:	68 Jonspin Rd Wilmington, MA 01887
Contact:	Jesse Daggett
Email:	jesse_daggett@unifirst.com
Phone:	903-279-1442
HST#:	

Submission Details

Created On:	Thursday February 20, 2020 09:21:55
Submitted On:	Thursday April 09, 2020 15:36:34
Submitted By:	Robert Crossley
Email:	Robert_Crossley@unifirst.com
Transaction #:	2cb92d0d-ebf9-4035-9d00-4471a5f74575
Submitter's IP Address:	207.126.196.16

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	UniFirst Corporation	*
2	Proposer Address:	68 Jonspin Road Wilmington, MA 01860	*
3	Proposer website address:	https://unifirst.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Vice President Sales & Marketing 68 Jonspin Road Wilmington, MA 01860 David_Katz@UNIFIRST.COM 800-347-7888	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Daggett Preferred Vendor Business Development Manager 68 Jonspin Road Wilmington, MA 01860 Tel: 800-934-8641 Cell: 903-279-1442 Jesse_Daggett@UniFirst.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Weiss Director, National Account Sales UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 800-347-7888 jweiss@UniFirst.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and one of the fastest growing companies in the $13 billion Uniform Services business. As the only public company within its industry to grow revenues every year since we started in 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada. UniFirst is dedicated to excellence in service and total customer satisfaction. For 83 years we've known the importance of excellent customer service and we've dedicated ourselves to achieving it. Now in our ninth decade of service we continue working toward perfecting the process. UniFirst's overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year-to-year. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry. Our "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors. Our corporate mission is to be recognized as the leading provider of quality uniform products and services for business. Our careful focus on serving each customer's special needs and providing total satisfaction enables us to grow, to provide an equitable return on investment, and to create opportunities for our team partners. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics. * With a core business dedicated to the rental, lease, and sale of work clothing, uniforms, and career wear to business, we recognize that our continued success depends on the skill, creativity and initiative of all our team partners. That is why we are constantly seeking bright, talented, self-motivated individuals to help us extend our record of success in the 21st century. A difference that UniFirst offers can be looked at as a basic philosophy of doing business. This basic philosophy is summed up with three main thoughts; honesty, mutual trust and respect, and results for today and tomorrow. While these thoughts may seem sentimental and overused they form the foundation for how we approach day-to-day business at UniFirst. You will not hear UniFirst over commit just to win your business. We will honestly tell you what we can and what we cannot do. We feel that this is the only way to earn your business. UniFirst feels that a relationship built on mutual trust and respect will allow both parties to accomplish their necessary objectives. No one wins if one party to an agreement loses. Because all of our business partnerships begin with an honest commitment to what we can and cannot do, trust and respect naturally develop between UniFirst and our customers. While the program that we put in place addresses today's objectives we must constantly be looking to solving tomorrow's challenges. That means finding new technology, new products and services but most of all it means having a relationship that fosters commitment to meet tomorrow's requirements. UniFirst is committed to making this a long-term relationship. We want to be business partners for a long time.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Products Standard Work-wear: From factory coveralls, to lab coats, to foodservice smocks – UniFirst's Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process. Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 67% of its overall industrial garment needs. Flame Resistant Apparel: Wherever business is hot (literally), UniFirst is on the job. Our flame-resistant apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable,

but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame Resistant Apparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business.

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

Services
When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

Rent, lease, or buy work uniforms
Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape.

Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more.

UniFirst full service uniform rental programs include:
When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).

How our rental programs work
More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get: *
- Professional on-site needs analysis
- More than 40,000 in-stock product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Professional laundering and finishing
- Regularly scheduled uniform deliveries and product replenishment

- Inspection of all work clothing for rips, flaws, missing buttons, etc.
- Automatic garment repairs
- Automatic replacement of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer.
For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.

Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments.

UniFirst Val-U-Lease uniform programs include:
Depending upon individual needs, your Members may prefer our Val-U-Lease program. They will enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if they need occasional laundering, we can arrange that, too. And you'll still receive our uniform repair, replacement, and other maintenance services, as needed.
How our Val-U-Lease programs work
Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. Your Members are only billed for the number of workers actually "in uniform." Idle clothing costs are avoided, and they get top-quality, stylish uniforms of their choice… complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
Your Members will get three dedicated UniFirst professionals working on their account at all times. There's a dependable Route Service Representative who'll keep their program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that they are getting everything they need when they need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow your Members to outfit their staff at competitive prices. And if they require occasional laundering or other garment services, we can provide that too.

For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

		Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for purchase. Your Members may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.	
9	What are your company's expectations in the event of an award?	In the 9 years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding $10M. In the event we're able to re-secure Sourcewell' s uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past 9 years.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached "UniFirst FY 2019 Annual Report," And the "UniFirst Standard Bank and Credit Responses'" file. UniFirst's Dunn and Bradstreet Rating 5A2 UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best in class service from the Premium Supplier in the industry for the life of the facility service partnership. We are also the quality leader in the industry. Our executive focus and capital investment is all directed into improving our Laundry operations and customer experience. 95% of our revenues are from our core competency - rental laundry programs. Compared to our top two competitors, rental laundry represents roughly 77% of Cintas's revenue and only 9% of Aramark's revenue. Our financial position compared to our top two competitors with Aramark carrying $7.87 billion and Cintas carrying $2.54 billion in debt, with their efforts to reduce their debt burden, limits their ability to reinvest in their laundry infrastructure and customer's inventories. Ensuring quality, starts with product selection and account set-up. Unlike many of our competitors that have invested resources in other lines of business such as food related services, fire extinguishers, bathroom & carpet cleaning and put in place lucrative commission structures for their drivers to cross sell to their existing customer base, UniFirst's primary business is Laundry. Each Route Service rep is judged and bonused each year on the customer retention numbers within their given route with top performers who keep 100% of their customers each year rewarded with a 5 night trip to a luxury resort to celebrate their accomplishment (The Cove at the Atlantis Bahamas in 2019). That commitment to excellence for our customers was built from the ground up by our founding family (and the majority shareholders in our company) based on our founding Core Values (which remain in place today): Customer Focus, Respect for Others, and Commitment to Quality. UniFirst's primary business objective is to provide its customers with only the best services possible, along with great-looking, image-enhancing uniforms, work clothing, and facility service items. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal for UniFirst: to become universally recognized as the best service provider in our industry. To accomplish that goal, we have the largest network of ISO certified laundering plants in our industry. UniFirst maintains 260 facilities throughout North America. By having our plants ISO certified, we help ensure a consistency of quality that supports our commitment to providing best-in-class service and products to all of our customers. Each of our customer-servicing plant operations earned the internationally recognized ISO 9001 certification. The majority of our company-owned manufacturing facilities operate within ISO 9001:2015 certified quality management systems. ISO certification requires operations to document and follow workflow processes in detail in order to maintain ongoing maximized efficiencies in processes and productivity. ISO certifications can only be earned (and maintained) following in-depth quality and conformance audits by a recognized third-party certifying authority. UniFirst also maintains a state-of-the-art distribution center in Owensboro, Kentucky and has one plant in Cave City, Arkansas that specifically manufactures its own line (approximately 97% of the mats we place in service), of high-quality commercial floor mats. ISO 9001:2015 Certification, validates the fact that UniFirst has continuous improvement processes in place "to ensure that we consistently meet or exceed all of our customer's expectations." In-house manufacturing, producing millions of products annually, provides a unique level of vertical integration that not only lowers the cost for our customers, but also permits the creation of custom-designed mats for image-conscious companies.	*

11	What is your US market share for the solutions that you are proposing?	16%	*
12	What is your Canadian market share for the solutions that you are proposing?	17%	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We manufactured approximately 67% of the garments we placed in service during the fiscal year ended August 31, 2019 ("fiscal 2019"). These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. That means the products are made to withstand the punishing industrial laundry process. We also include products from other fine manufacturers noted for work wear quality and toughness. The Company operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000-plus team partners. Our business is the Rental, Lease and Sale of work clothing, uniforms, protective apparel, career-wear, and facility services products to businesses in virtually all industrial categories.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services. UniFirst operates the largest network of ISO 9001:2015 certified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certifiec. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls. UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst belongs to the following Associations: Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance. Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green SealTM certified Eco-LogoM certified Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute), We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI).	*

16	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	UniFirst operates 260 locations, serves over 300,000 customers throughout North America, puts nearly 2 million people in work apparel each business day and employs more than 14,000 team partners. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years, of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs Facility Services Floor Mat Services • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • “WET AREA” MATS • MESSAGE & LOGO MATS Floor Mop Services • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services • SHOP TOWELS • MICROFIBER TOWELS Restroom Services • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services Safety & PPE • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources. We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we receive every year. UniFirst has secured the No. 9 spot on Apparel magazine’s “Top 50” apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America’s top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least $100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America’s most popular clothing companies including Nike, Canadian Goose, and lululemon athletica. In 2019 UniFirst was, once again, named by Selling Power magazine as one of the top companies to sell for in America. That’s 16 years in a row. Top 5, A+ ranking on list of “America’s Most Trustworthy Public Companies” (TGF Analytics). Forbes’ Platinum 400 List “Best Big Companies in America.” Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of “America's Best Large Employers” for 2019. The list ranks the top 500 employers across 25 different industries in the United States… Glassdoor’s “25 Best Companies for Career Opportunities” list. UniFirst Ranked by Newsweek as One of “America's Best Customer Service” Providers 2020. UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States… Boston Globe’s “Top 100 Performing Companies” list. All companies on the list are judged by their increased sales, profits, and return on shareholder’s equity. Capital IQ, a Standard & Poor’s business, provided the analytics for this year’s Globe 100 using Securities and Exchange Commission filings and corporate reports. UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association). UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign. This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals. UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year…	*
19	What percentage of your sales are to the governmental sector in the past three years	Government sector sales falls under “Other” (16%), which includes: • Oil and Gas Extraction, • Government, Retail, • Other Industries	*
20	What percentage of your sales are to the education sector in the past three years	The Education sector sales (15%), falls under “General Services,” which includes: • Business Services • Health and Educational Services	*

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Jacksonville	Richard Woodroof- City Manager	910-938-5200	*
City of Wilmington	Ellen McGowan- Sr Finance	910-343-1069	*
City of Germantown	Cathryn Perdue, CPPB, SPSM, Assistant Director of Procurement	P: (901) 751-7601	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	$1,905 (Average weekly invoice)	$297,201	*
Not for Publication	Non-Profit	Washington - WA	Uniform/Facility Services Rental	$1,874 (Average weekly invoice)	$292,288	*
Not for Publication	Government	Virginia - VA	Uniform/Facility Services Rental	$1,650 (Average weekly invoice)	$257,451	*
Not for Publication	Government	North Carolina - NC	Uniform/Facility Services Rental	$678 (Average weekly invoice)	$105,710	*
Not for Publication	Education	California - CA	Uniform/Facility Services Rental	$672 (Average weekly invoice)	$104,836	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Direct employees across the US and Canada for Sales = 1230, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

26	Dealer network or other distribution methods.	We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas. We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers. This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers. Fast, accurate delivery -- UniFirst has invested over $35 million in the state-off-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days. UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. We invite you to view our Owensboro six minute video tour at the following URL: http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/ In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 260 Locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.	*
27	Service force.	1531 SERVICE	*

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement. UniFirst's business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded). To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member's employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters in all sites so that local people know who to contact for assistance and how to contact them. Your members experience countless customer interactions every day, so it's important that all of their team members look their best. As your uniform and facility services provider it's our job to make that happen. To accomplish this, we take a team approach to servicing your accounts. Your local UniFirst service team consists of the following trained service professionals working on your Member's account all the time.... *Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking-up dirty uniforms and delivering clean ones. There're also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst. *Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it. *Customer Service Rep . . . available to provide immediate telephone assistance. In addition, this local team is aided by the National Account Service Team. Led by Sourcewell's dedicated Account Executive, this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member's issue is resolved to their satisfaction, quickly and efficiently. Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Jesse Daggett (contact via Hotline) or jesse_daggett@UniFirst.com Service Hotline: 877-382-4629 If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.	*
29	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and your participating entities across the United States. We directly provide service in 45 US States (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.	*
30	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rental laundry facilities are located to provide products and services to your participating entities across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver and Kelowna. More than 85% of Canada's population can be served from these facilities. UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our network of over 260 locations, serve Customers in 45 US States & the majority of Canada (not in HI, MT, ND, SD, and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider.	*

32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas. Further discussions are required for participating entities who are solely located in either Hawaii or Alaska. Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success. Our marketing material is simple and effective and speaks to the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success. We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics in 2020. This integration, planned for FY20, will provide additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect "nurturing" opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results. UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today's digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*

37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase. Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority. UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer's graphics and content. Your Customer's logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer. Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits. Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in. A brief list of e-procurement storefront features and capabilities include: • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer's balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UniFirst can provide training or instruction of our goods and services through the local Service Centers. At the time of your Member's transition. The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance. For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are. We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings; and, a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and, ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive. Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to scheduled and coordinated.	

Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. …) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled “Welcome to UniFirst” will also be left in each functional area.

Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program.

We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member’s service team will consist of… *

• Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it.
• Customer Service Reps . . . Committed to exceeding your Member’s expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have.
• Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member’s program. In addition, he/she will audit performance and work to ensure that we perform up to your Member’s expectations.

To assist and guide your Member’s team through a Direct Purchase program we can provide them with”

• A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one or two day training session.

• Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed.

• Provide documentation to highlight the one... two … three’s… of the storefront and the ordering process

• Or, if they decide to go it alone their storefront will be designed with an easy to access help feature

• Our professionally trained Customer Service Representative are ready to resolve any problems your Member’s may have

UniFirst can help you design a training program to fit your Member’s needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions.

We can also provide instruction on how to access the portals for reporting or direct purchase programs.

39	Describe any technological advances that your proposed products or services offer.	UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference. The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use “Roadnet® Route Optimization,” which consolidates routes for increased efficiencies. By driving significantly fewer miles, we’re drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We’re driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers. UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable…CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member’s program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member’s account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member’s programs consistently across all of their locations. UniFirst’s proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy. When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member’s employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).	*
40	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental Stewardship UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a “greener” and more environmentally friendly Company. We were also one of the first members of the EPA’s Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.* 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). * All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.). From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste.	

Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources.
We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting.

Environmental Sustainability
Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally-friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally-friendly Company in all aspects of our operations.
Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 260 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals…all we do consistently takes environmental sustainability into consideration.

Our Values
From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion dollar industry leader in the Uniform and Textile Services business. In part, our modern day success story is a result of our following the three Core Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:
1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.
In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."
1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office
In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations. *

Additionally, all 260 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO_2 each year.

Uniforms, Work Apparel
Compared to purchasing, renting uniforms saves energy and decreases natural resource

consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.
When appropriate, we also refurbish and transform pre-worn customer apparel into “like new” offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a “second life.”
Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing “longevity” in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We’ve also computerized our textile cutting systems to assure minimal waste of fabric and our “modular” assembly construction process maximizes efficiencies and the overall use of resources.
Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.
Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And, we’re currently on schedule to have all our laundering service facilities ISO certified as well.
Ancillary Products
UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they’re included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council.
(*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high performance green buildings.)
Floor Mats
Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals.

We manufacture all our floor mats to last for at least five years, and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the “waste stream.”

Microfiber Mop/Wiper Technology
Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria.
The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent.

Hand Towels and Sanitary Tissue
Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration.

Soaps and Hand Care
Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of “green” and biodegradable hand cleaning/disinfecting products. GOJO’s Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste

Odor Control Systems
We offer three, environmentally-conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally-friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.

41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a supplier of work apparel programs, UniFirst possesses a wide-range of experience encompassing many industries, types of garments and users. In particular, we believe there are several points which uniquely qualify us to meet Sourcewell's requirements: Wearer sensitivity: We have extensive rental service operations throughout the United States and Canada. Every day nearly 2 million people wear a UniFirst rental uniform at work. And via our route delivery and sales organization we are in direct contact with many of them on a week-to-week basis. That means were constantly getting real time feedback from people wearing our clothes regarding their likes and dislikes, approvals and disapproval's, satisfactions and dissatisfactions. This constant stream of input allows us to constantly adjust both garments and garment programs to achieve greater wearer satisfaction. And what we learn from our rental wearers, we can directly apply to better serve the interests of our direct purchase program wearers whom we may not see every week. Self-Manufacturer: UniFirst presently makes over 75% of the shirts and pants used in its rental service programs and approximately 55% of the garments that it provides to all of its customers. This significant experience in making clothing gives us greater flexibility in creating custom programs for special customers and our significant size as a garment purchaser gives us leverage with subcontractors and suppliers when we're designing multi-faceted programs. Custom personalization: is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. Our in-house graphics staff creates and digitizes scores of new customer personalization designs on a daily basis. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. Pressing of all shirts (US only, not in Canada): Provides a clean, professional appearance for all employees. Important if employees come in regular contact with both customers and prospective customers. Employees who look and feel good have higher morale and productivity. Pressing also allows us additional time to examine the garment for needed repairs. This additional step, that only this Vendor provides, allows us to catch those needed repairs that might otherwise slip through the cracks. Our pressing service is provided at no additional cost to our Clients. Control cost overruns: Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence. Our detailed reporting capability will allow you to identify the specific individual responsible for the loss or damage of a given garment, which in turn, will provide your management team with the information necessary to allow them to work with their employees to minimize these charges. Proprietary Bar Code Scanning System: UniFirst's proprietary bar coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. Guaranteed rates and charges: Our proprietary Account Management System (AMS) guarantees only the charges authorized and specified in our service agreement can be invoiced. Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the client. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. Customer Satisfaction System: No one works harder at making certain customers are	*

		satisfied than UniFirst. We don't wait for problems to come to us, we go out looking for them. Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about. It benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating. Individual wearer survey cards are distributed approximately 2 times per year to assess wearer satisfaction or concerns. ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO 9001:2015 certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO certification ensures that consistently high quality manufactured garments will be delivered to the Client in a timely manner, through a proven documented distribution system. Speed of Service: Perhaps most important of all - particularly for a perspective customer with many geographically distributed operating locations - is a supplier's ability to deliver clothing quickly, completely and accurately. And here is where UniFirst has a leg-up on the competition. Our 320,000 square foot state-of-the-art distribution center in Owensboro, KY is the most modern and advanced in our industry, bringing "next generation" systems to the picking, personalization, packing and shipping of work clothing items. Designed specifically to accommodate the special need of both rental and direct purchase customers, this facility can process orders, including those with custom personalization, faster than any other in our industry. That means quicker delivery to every ordering location and higher levels of satisfaction for both wearers and the companies that employ them.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	All items of Merchandise delivered by UniFirst will conform to Sourcewell's specifications set forth in our National Service Agreement and meet or exceed customary industry standards of quality, or non-conforming items will be replaced by UniFirst by the following normal delivery at no cost. All of the Services performed shall be executed in a good and workmanlike manner by qualified and careful workers, in accordance with industry standards of care and diligence normally practiced by firms performing services of a similar nature and in accordance with this Agreement.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered "Damaged." Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles, and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered "Damaged" if the modification inhibits the ability to re-issue the garment to another customer. This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criteria, a garment will be deemed as "damaged beyond repair" for any of the following: • Any hole or tear regardless of size • Any single pen mark larger than one and one half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination	*

46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to an Industrial Landry Program. At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And, we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention. UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. For shirts the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel For pants the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked-up on Tuesday, will be repaired and returned the following Tuesday. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.	*
47	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to an Industrial Landry Program. UniFirst' exclusive "mend system" provides for a comprehensive ten point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*

49	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary	*
50	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option, a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing "World Class" service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
51	What are your payment terms (e.g., net 10, net 30)?	CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.	*
52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	There are multiple ordering approaches which might be of interest to you under the proposed program. They are listed below along with the primary advantages associated with each. Rental: • Route Service Representative: Speed, accuracy, and immediate sizing • Phone-Primary Advantages: Speed and interactivity, faxed confirmation • Fax-Primary Advantages: Speed and accuracy, faxed confirmation Direct Sale: • Custom Store Front/Internet: This on-line ordering has the primary advantages of: convenience, interactivity, colored pictures, descriptions, sizes, allowance programs, spending limits, multiple payment methods, program management/accountability, secure - Verisign® • Custom Brochure/Mail In: Available to all employees with or without internet access, color picture, descriptions, prices, includes pre-printed order forms, and convenience • Mail: Accuracy, faxed confirmation • Phone: Speed and interactivity, faxed confirmation • Fax: Speed and accuracy, faxed confirmation • E-Mail: Speed, accuracy, electronic record, electronic confirmation	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-cared. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third party vendors. As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement. Once our agreement is finalized our Account Management System ensures that only those products and prices enabled in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations, is guaranteed. All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations. Rental Services Include: » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market; i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%. We have included a comparison in the price list to show program rates vs standard local rates savings.	*

57	Describe any quantity or volume discounts or rebate programs that you offer.	A. Rental. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the weekly rental revenues paid by each such Participating Entity exceeds $2,000.00 per week, for a minimum of thirteen (13) weeks. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and, for purposes hereof, the phrase "weekly rental revenues" shall be defined to mean the total weekly invoice value, less any sums invoiced for loss / damage replacement, garment preparation, emblem, outsize garment, DEFE, minimum service charges, sale of disposable products, well as any applicable sales /use taxes. B. Direct. The prices initially in effect under this Agreement, "Tier 1 Pricing" will be reduced by three percent (3%), "Tier 2 Pricing", for each of Customer's Participating Entities once the total direct product purchases of each such Participating Entity exceeds $104,000.00 per calendar year. Participating Entities shall have the right to aggregate the purchasing volume of all its Locations in order to meet the desired volume tier. The prices shall not be reduced retroactively; and "total direct product purchases" shall not be inclusive of any applicable sales/use taxes.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	UniFirst is a full-service provider of textile services, with much of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent, and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers. In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached "Sourcewell Proposal," for a complete listing of all the associated Service Charges.	*

60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rental: The delivery cost is included in the weekly rental rate. Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice. • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case by case basis and we will pass along the true cost of shipping.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members. Our proposal represents "Best in Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services: • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMSIMozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long term vendor partners, our catalog is essentially limitless, Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by Leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
63	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties.	*
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell an administrative fee of 2.0% (Two Percent) of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges, With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Performance will be measured according to the following standards: A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include: 1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on time installation rate for new locations is 98%. 2. Issue Resolution All service related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction. The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions.	

a. On Time Delivery and Pick Up:
A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement.

Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

b. Service For New Employees:
New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule.

Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:
Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs. *

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment
A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy
Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a $6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we might otherwise not hear about.

		But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.	
67	Describe your unique product attributes and advances, including specific examples related to product longevity or wear-resistance.	With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.	*
68	Describe how your direct buy, rental, and/or leasing solutions complement the value of your program and offerings.	UniFirst has a long and proud tradition of providing quality uniforms, Job-Fitted Work Clothes® and other image and safety enhancing workwear to businesses of all sizes and types. From industrial work shirts and pants, to work jackets and coveralls, to polos and executive wear, to lab coats and food service smocks - UniFirst offers work uniforms for virtually every occupation. Beyond a complete selection of the best work uniforms available, UniFirst also provides accessories like gloves, hats, and protective gear—making "single source workwear solutions" more than just a marketing slogan. We manufacture our work apparel in ISO certified facilities to ensure we consistently provide the most important garment features, benefits, and fabrics as defined by our customers. That's why the UniFirst family of workwear brands boasts unrivaled styling, comfort, durability, and protection; as well as wearer-friendly features like roomier cuts, more stitches per inch, and premium construction. And we supplement our own workwear product lines with those of other leading brands. So no matter the needs, UniFirst has the solutions customers demand. Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape. Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. Learn more about our Uniform Rental programs. UniFirst full service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). How our rental programs work More than 260 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full service rental program, you get: • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Sales Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Work Uniform Leasing includes all the facets of a Uniform Rental Program, but employees take care of laundering their own uniform garments. UniFirst Val-U-Lease uniform programs include: Depending upon individual needs, you may prefer our Val-U-Lease program. You enjoy the service, convenience, and all the benefits of our Full Service Uniform Rental Program, with the exception of the scheduled laundering services. But if you need occasional laundering, we can arrange that, too. And you'll still receive our uniform	*

repair, replacement, and other maintenance services, as needed.
How our Val-U-Lease programs work
Like with our Uniform Rental programs, a UniFirst Val-U-Lease program eliminates upfront clothing investments in favor of low weekly charges. You're only billed for the number of workers actually “in uniform.” Idle clothing costs are avoided, and you get top-quality, stylish uniforms of your choice… complete with custom company emblems and much more. Employees take care of uniform cleaning, but UniFirst takes care of everything else, including:

- Professional on-site needs analysis
- More than 40,000 in-stock SKUs and over 340,000 total product SKUs to choose from
- Measurement/fitting of each wearer conducted at your location(s)
- Specified number of garments for each individual
- Garment repairs
- Garment replacements of overly worn or damaged garments
- Inventory control with itemization by employee (or product)
- Quick outfitting of new employees
- Full program management

Triple Pro Service
You'll get three dedicated UniFirst professionals working on your account at all times. There’s a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you’re getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

Work Uniform Purchase programs allow you to outfit your staff at competitive prices. And if you require occasional laundering or other garment services, we can provide that too. Learn more about our Uniform Purchase programs.

UniFirst Direct Purchase programs include:
For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase.

Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified.

All our uniform rental items are available for purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority.

69	Describe any unique advantages that your offering provides in terms of customization, personalization, alteration, fitting, and/or sizing.	Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents and advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery. Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel. Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. We invite you to view our Owensboro six minute video tour at the link listed below. http://www.unifirst.com/company/videos/centralized-distribution-center-owensboro-ky/ For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error. Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure. For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try-on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process.
70	Describe any unique advantages that your offering provides in terms of laundering, cleaning, mending and/or repair services.	The Company's commitment is to provide top-quality service to businesses in a broad range of industries that require superior work clothing, career apparel programs, and other managed services. The major portion of the Company's business is Rental Service Programs, which provide customers with all necessary products plus weekly cleaning, maintenance, and any needed replacements for an affordable weekly fee. UniFirst leads the industrial laundry industry with our technology and reporting capabilities which gives your Member's management the tools needed to impact their spend level. UniFirst operates the largest network of ISO certified laundry facilities in the world. Our strict adherence to our SOP's ensure our national customers receive consistent and predictable quality coast-to-coast. At UniFirst, the finishing process is unique to the industry because every shirt that we finish is professionally pressed (not in Canada), as opposed to the traditional tunnel finishing processes employed by our competitors. The vary process that occurs as our shirt pressing equipment is "dressed" by our operator requires that the top button is closed, and the dress collars are hand shaped. Once these inspection points are completed, the front of the shirt is completely inspected, including emblem affixation and quality. The bottom shirt tails and sleeves are clipped to complete the initial shirt press process. The UniFirst "Ten-Point" Inspection process and "Change-As-Needed" programs are employed to identify product defects so that your Memberss can focus on their Clients. UniFirst's exclusive "mend system" provides (at no cost to your Members), for a comprehensive "Ten-Point" inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of your Members. Some Customers

require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst.

Our “Change-As-Needed” system provides (at no cost to your Members), for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor’s bill out as “damage” is actually the result of worn out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with “new” garments.

UniFirst also recognizes that not every employee stays the same size over time, so we provide (at no cost to your Members), for clothing size exchanges to your Member’s employees whenever necessary.

We commit to reinvesting 18% of revenues back into your garment inventory. The consistent upgrades (at no cost to your Members), keep your Member’s inventory above the image and safety threshold where our competitors fall after the first couple years of service. We, at UniFirst, would be privileged to have the opportunity to host a tour of one of our operating facilities to demonstrate our competitive advantages in terms of garment finish quality and more importantly to you, finish appearance.

At every UniFirst ISO certified laundry facility, every single item is carefully sorted and placed into specially designed slings that are weighed before being sent to one of 14 different washers with capacities ranging from 75 to 700 pounds. Each wash lot is tagged as to the type of content and soiling so that operators can instruct a pre-programmed computer to use the correct wash formula for that particular load. *

Under this system, there’s virtually no opportunity for human error. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to pre-programmed computerized driers.

The automation process is extremely precise, and it allows UniFirst personnel to monitor each process from start to finish to ensure overall quality—from the most efficient use of energy and wash chemicals to the overall level of cleanliness. Should any minor error or malfunction occur, such as water not reaching a specific temperature, an alarm sounds and the entire process comes to an immediate halt until the problem is fixed.

The following controls are used to limit loss and damage.

- All garments are counted at Customer pick-up, again upon receipt at our plant and again at delivery . . . all documented on the weekly service invoice.

- All garments are individually barcoded to identify specific location, day of service and individual employee.

- Our UniTrack bar coding system provides an accurate pickup and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on their premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the ember to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments.

- Internal garment control systems back at our service center are designed to eliminate delivery shortages

- Our Garment Maintenance Program (if selected) eliminates all damage charges, except those that arise as a consequence of gross negligence

- Garment lockers are available to secure clean garments and for better housekeeping of soiled garments.

- Lost Damage Report - provides a detailed summary (monthly or quarterly) of the lost and damage charges invoiced for each Member’s site. The report shows the garment information as well as the employee name.

We are committed to conducting our business in a fair, honest and responsible manner in accordance with all environmental and governmental regulations and with the highest standards of business ethics. UniFirst stresses energy conservation measures throughout all its facilities. Our laundry production facilities feature

		computerized processing equipment that ensures these operations are not wasteful in any way with respect to fuel and energy usage. With 260 locations throughout North America, we have also found that seemingly small conservation measures, such as installing energy efficient equipment, motion-activated lighting, and automated thermostats, are cumulatively producing big savings. We also make sure that each of our fleet of customer delivery and support vehicles follows proper maintenance schedules, and that all of our drivers follow best practices for vehicle fuel performance.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Financial Strength and Stability UniFirst.zip - Wednesday April 08, 2020 13:05:35
- Marketing Plan/Samples - Sourcewell sample welcome kit.pdf - Wednesday April 08, 2020 16:19:01
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Sourcewell Proposal.docx - Thursday April 09, 2020 14:04:22
- Additional Document (optional)

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Vice President Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Uniforms_RFP040920 Fri April 3 2020 12:04 PM	☑	1
Addendum_6_Uniforms_RFP040920 Thu April 2 2020 08:09 AM	☑	3
Addendum_5_Uniforms_RFP040920 Thu March 19 2020 10:46 AM	☑	1
Addendum_4_Uniforms_RFP040920 Tue March 3 2020 11:20 AM	☑	2
Addendum_3_Uniforms_RFP040920 Thu February 27 2020 04:04 PM	☑	1
Addendum_2_Uniforms_RFP040920 Fri February 21 2020 02:33 PM	☑	1
Addendum_1_Uniforms_RFP040920 Thu February 20 2020 03:41 PM	☑	1

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 28, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-21 for Budget Amendment 23-24-017 to rollover encumbrances from FY 22/23 into FY 23/24.**

STATEMENT OF ISSUE

On October 18, 2023, the Clerk of Court's office, as part of the year-end close, rolled forward encumbrances. A few items were inadvertently closed. This budget amendment is to request those associated funds be rolled forward to FY 23/24. This will allow all purchases of goods and services from vendors by issuance of purchase orders not completed and delivered in FY 22/23 to complete the transactions for the goods and services in FY 23/24 that are still needed.

RECOMMENDED ACTION

Move to adopt resolution 23-24-21 for budget amendment 23-24-017 to rollover encumbrances from FY 22/23 into FY 23/24.

FISCAL IMPACT

The fiscal impact will be an increase to the overall budget in the amount of $232,782.60 by rolling forward authorized expenditures in FY 22/23 into FY 23/24 to be paid within FY 23/24. The following funds were affected: Fund 180 Building Fund ($9,533.75), Fund 005 General Fund $1,075.00), Fund 151 Infrastructure Surtax ($106,797.91), Fund 152 Tourist Development Trust ($53,767.50), and Fund 420 Energy Recovery ($61,608.44).

Attachments: 23-24-017 Inadvertent Closed POs from FY22-23 (BA).pdf
23-24-017R Inadvertent Closed POs from FY22-23 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 16, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

DATE: **11/7/2023**

SUBMITTED BY: **Lori DeLoach**

FUND(S): **180; 005; 151; 152**

FUND TITLE(S): **Building; General; Infrastructure Surtax; Tourist Dev Trust**

COST CENTER(S) #: **3440A; 1031; 4102A; 5301; 5305**

PROJECT(S) #:

PROJECT TITLE(S):

COST CENTER TITLE(S): **Building Div; Courthouse Fac; Transportation Proj; Tourist Dev Operation; TD Marketing & Promotion**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	180		3999100	Fund Balance Brought Forward		0.00	9,533.75		9,533.75
E	180	3440A	56400	Machinery & Equipment		211,130.00	9,533.75		220,663.75
R	005		3999100	Fund Balance Brought Forward		4,232,845.00	1,075.00		4,233,920.00
E	005	1031	54600	Repair & Maintenance		4,975.00	1,075.00		6,050.00
R	151		3999100	Fund Balance Brought Forward		509,037.00	106,797.91		615,834.91
E	151	4102A	55303	Transportation Projects		900,000.00	106,797.91		1,006,797.91
									0.00

REASON: **To appropriate additional funding for FY23 POs that were inadvertently closed. Move funding into FY24 budget to reopen POs.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-017

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: _____ / _____ / _____

TRANSFER TYPE:

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

Signature: *Lori DeLoach*

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-017

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3999100	Fund Balance Brought Forward		200,000.00	53,767.50		253,767.50
E	152	5301	55200	Operating Supplies		527.00	1,267.50		1,794.50
E	152	5305	54800	Promotional Activities		476,460.00	52,500.00		528,960.00
R	420		3999100	Fund Balance Brought Forward		416,730.00	61,608.44		478,338.44
E	420	4230	55300	Road & Material Supplies		1,566,073.00	61,608.44		1,627,681.44
									-
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									-
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Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-017

FUND(S)	FUND TITLE(S)
005	General
151	Infrastructure Surtax
152	Tourist Development Trust
180	Building
420	Energy Recovery

COST CTR(S)	COST CENTER TITLE(S)
1031	Gen Op Courthouse Facilities
4102A	Transportation Projects
5301	Tourist Dev - Operations
5305	Tourist Dev - Marketing & Promotion
3440A	Building Division 180
4230	Asphalt Plant

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

RESOLUTION NO. 23-24-21

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-017 TO THE BUILDING, GENERAL, INFRASTRUCTURE SURTAX, TOURIST DEVELOPMENT TRUST, AND ENERGY REVOCERY FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET 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, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Building, General, Infrastructure Surtax, Tourist Development Trust, and Energy Recovery Funds.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-017 is hereby approved and authorized to appropriate additional funds from Fund Balance Brought Forward for FY23/24 in Fund 005 (General), Fund 151 (Infrastructure Surtax), Fund 152 (Tourist Development Trust), Fund 180 (Building), and Fund 420 (Energy Recovery) in the amounts of $1,075.00, $106,797.91, $53,767.50, $9,533.75, and $61,608.44, respectively for a total fiscal impact increase of $232,782.60.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 28th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
,Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval of budget amendment 23-24-016 for the Jail parking lot repave and restriping project 23023.**

STATEMENT OF ISSUE

The accompanying Budget Amendment is moving $22,000.00 from Project 21032 County Facility Improvements (Set-a-side) to project 23023 Jail / Probate Parking Lot to replace the degrading parking lot.

RECOMMENDED ACTION

Move to approve budget amendment 23-24-016 for the Jail parking lot repave and restriping project 23023.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 151 (Infrastructure Surtax), cost center 2672A (Facilities Mgmt 151), account 56300Z (Project Improvements), project 21032 in the amount of $22,000.00 and an increase to Fund 151 (Infrastructure Surtax), cost center 2672A, account 56300Z, project 23023 in the amount of $22,000.00 for a net change of $0.00.

Attachments: 23-24-016 Project 23023 Jail Probate Parking Lot (BA).pdf

REVIEWED
O.M.B DEPARTMENT
November 08, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **11/6/2023** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **2672A**

PROJECT(S) #: **21032, 23023** PROJECT TITLE(S): **County Facility Improvements, Jail/Probate Parking Lot** COST CENTER TITLE(S): **Facilities Management 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**2672A**	**56300Z**	**Project Improvements**	**21032**	**306,000.00**		**22,000.00**	**284,000.00**
E	**151**	**2672A**	**56300Z**	**Project Improvements**	**23023**	**0.00**	**22,000.00**		**22,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Transfer funds into project 23023 to allow the repave and striping of the Jail probate parking lot.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-016**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request wavier of fees for the Tobacco Free Partnership of Highlands County for the use of the Engineering Conference Room.**
En

STATEMENT OF ISSUE

The Tobacco Free Partnership (TFP) of Highlands County desires the use of the Engineering Conference Room for meetings on December 6, 2023, March 6, 2024, and May 1, 2024. The TFP is a coalition of community members actively working to change the perception among local youth that tobacco use is a normal activity. The primary goal of the group is to create local tobacco-free policies.

Wavier of fees include a $40.00 per day, and a $20.00 damage deposit. This group must comply with the building use rules and schedule time of availability with the Engineering office.

RECOMMENDED ACTION

Move to approve waiver of fees for the Tobacco Free Partnership of Highlands County for the use of the Engineering Conference room.

FISCAL IMPACT

The fiscal impact will be a loss of revenues to Fund 005 (General Fund), account 3475300 of $120.00.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Hailey Collinsworth, Planner I**

SUBJECT/TITLE: **Request appointment of Patricia Flynn to the Historic Preservation Commission (HPC) as a regular voting member for a four-year term to expire June 30, 2027.**

STATEMENT OF ISSUE

There is one regular member vacancy and two alternate member vacancies on the Highlands County Historic Preservation Commission (HPC). The two alternate vacancies have been advertised on the County's website since November 2022 and the regular member vacancy has been advertised since July 2023. The regular member vacancy was created due to a previous member, Mr. Robinson, electing not to renew his regular member appointment term that expired on June 30, 2023; that term is now set to expire on June 30, 2027. In this time, we have received one new application for appointment to the HPC: Patricia Flynn. If appointed, Ms. Flynn would fill the remainder of this vacancy, whose existing four-year term is scheduled to expire on June 30, 2027. The application for Ms. Flynn is attached for your review and consideration.

RECOMMENDED ACTION

Move to appoint Patricia Flynn to the Historic Preservation Commission (HPC) as a regular voting member for a four-year term to expire June 30, 2027.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Agenda Item III.A. Patricia Flynn Appointment..pdf

Patricia Flynn Online Application

Name = Patricia K. Flynn
Address = 1 Lynn Terr
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 954-295-2549
Email = pflynn52@yahoo.com
Request = Historic Preservation Commission
Membership Type = Regular Member
Current Employment Experience: = Retired
Previous Employment Experience: = Assistant Director of the Graves Museum of Archaeology and Natural History in Daina Beach Fl. Veterinary Technician for 28+ years Trainer of Hunter and jumper and Dressage horses for 30 years.
High School = Miami Carol City High School
College = Broward College.
Special Training: = I have worked on Archaeological sites in South Florida
Activities & Interest: = I am a member of The Lake Placid Historical Society and I serve as the secretary of the board. I am a native born Floridan who has always been involved in Historical Preservation. I was a two term President of the Florida Anthropological Society. I served for 9 years on the Board of Directors of The Florida Public Archaeology Network
Current positions on boards, committees, elected offices, law enforcement positions: = Vice President of the Palm Beach Museum of Natural History. Florida Anthropological Society as Chapter Rep. of the Broward County Archaeological Society, Secretary of the Lake Placid Historical Society Chair of the Chapter Affiliation Committee for the Florida Anthropological Society
Relation = No
Conviction = No
Gender = Female
Disabled = No
Age = 70
Race: = White
Signature Certification: = Checked indicating Electronically Signed

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2134, modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 289 parcels, spread throughout the Covered Bridge Community.**

STATEMENT OF ISSUE

The County-initiated request is for a modification to the existing M-1 FUD and R-2 FUD for 289 parcels in the Covered Bridge Community. The request is for a reduced front yard setback of 10 feet for the purpose of constructing open carports only.

The same request was approved for a total of 164 lots spread throughout the Covered Bridge Community in 2018, 2021, 2022, and April of this year. The Board of County Commissioners requested that staff look into bringing a request for the remaining lots within this section of Covered Bridge. After discussions with the County Attorney, staff was advised to have the previous approvals in 2018, 2021, 2022 and April 2023 repealed, in order to consolidate the setback reduction into one amendment under this request.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2134 as presented.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-06, P&Z Hearing No. 2134, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2134 for BCC Covered Bridge 2nd Hearing.pdf
Resolution P&Z 2134 - Covered Bridge.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 11/28/2023
Case Number: P&Z 2134	**Case Name:** Covered Bridge Modification to Front Yard Requirements Final Request
Agent: N/A	**Property Owners:** County-Initiated
Public Hearing: 2nd BCC Hearing	**Case Staff Member:** Melony Culpepper/ Sergio Garcia

Request: Modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) and the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for a reduction to the front setback from 25 feet to 10 feet to allow an open carport.

General Location: Two-hundred and eighty-nine (289) parcels spread throughout the Covered Bridge community, totaling an approximate 60 acres, located west of US 27, on the north side of Lake Francis Road, Lake Placid, Florida.

Previous Case #s: P&Z 496 – M-1 FUD
P&Z 1872 – R-2 FUD

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC):** Move to approve and adopt by Resolution 23-24-06, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet.

2. **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 23-24-06, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet.

3. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2134, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach

into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

4. **Excerpt from the September 12, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "<u>A. HEARING NUMBER P&Z 2134 – COVERED BRIDGE COMMUNITY C/O MELONY CULPEPPER</u>** Two-hundred and eighty-nine (289) parcels spread throughout the Covered Bridge community, totaling an approximate 60 acres, located west of US 27, on the north side of Lake Francis Road, Lake Placid, Florida; and abbreviated legal as follows: 289 parcels spread throughout the Covered Bridge community, totaling an approximate 60 acres, located in Sections 15 and 16, Township 36 South, Range 29 East, Highlands County, Florida.

   The Applicant is requesting to modify the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) and Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for a reduction to the front setback from 25 feet to 10 feet to allow an open carport. Mrs. Hunnicutt read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request. Board members confirmed with Staff this request will not allow any structure other than an open carport to encroach into the minimum required setbacks.

   Motion by Mr. Roberts and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z Hearing No. 2134, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, referencing the mandatory findings of fact and becoming effective as provided by law.

   Upon roll call, all members voted yes. **Motion carried 7-0."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a modification to the existing M-1 FUD and R-2 FUD for 289 parcels in the Covered Bridge Community. The Applicant is requesting a reduced front yard setback of 10 feet for the purpose of constructing open carports only.

2. The same request was approved for a total of 164 lots spread throughout the Covered Bridge Community in 2018, 2021, 2022, and April of this year. The Board of County Commissioners requested that staff look into bringing a request for the remaining lots within this section of Covered Bridge. After discussions with the County Attorney, staff was advised to have the previous approvals in 2018, 2021, 2022 and April 2023 repealed, in order to consolidate the setback reduction into one amendment under this request.

3. Notices to Surrounding Property Owners.

On October 27, 2023, notices were mailed to the 267 property owners within this section of Covered Bridge notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

4. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Single-Family Residences (SFR) /Duplexes	High Density Residential (RH)	M-1 FUD/R-2 FUD
Adjacent Property to the North	Vacant/SFR/Misc./ Mobile Home	Agriculture (AG)/ Medium Density Residential (RM)	Agricultural District (AU)
Adjacent Property to the South	SFR	AG	Residential District (R-1)
Adjacent Property to the East	Misc./ Orange Grove	AG/Low Density Residential (RL)	AU/ Estate District (EU)
Adjacent Property to the West	Vacant	AG	R-1

5. 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).

Zoning… Highlands County Land Development Regulations (LDRs): Section 12.05.220: Mobile Home Subdivisions District (M-1), Section 12.05.212: Two-Family Dwelling District (R-2), and Section 12.05.291: Flexible Unit Development District (FUD).

Department Analysis and Comments of Petitioner's Proposal:

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

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

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Engineering.

3. **The following Departments, Divisions, and Agencies did not respond:** Town of Lake Placid, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue, Highlands County Natural Resources, and Florida Department of Environmental Protection.

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 70 and 85 feet.
2. **Soils:** The soils underlying the site are *Archbold, Astatula, Duette, Myaka, and Samsula Muck.*
   Archbold – this soil is nearly level to gently sloping and moderately well drained. The available water capacity is very low. The water table is within 40-60 inches during the summer rainy season and recedes to a lower depth the rest of year.
   Astatula – this soil is nearly level to moderately sloping and excessively drained. The available water capacity is very low. Depth to water table is more than 80 inches.
   Duette – this soil is nearly level and moderately well drained. The available water capacity is very low. The water table is at a depth of 48 to 72 inches for 1 to 4 months during the summer rainy season and recedes to a lower depth during the rest of the year.
   Myaka – this soil nearly level and poorly drained. The water table is at a depth of less than 12 inches during the summer rainy season. Generally, it is at a depth of 12 to 40 inches during the rest of the year, however, during extended dry periods, the water table recedes to a depth of more than 40 inches.
   Samsula Muck – this soil is nearly level and very poorly drained. The available water capacity is high. Under natural conditions this soil is ponded 6 to 9 months in most years. The water table is at a depth of 10 inches or less for the rest of the year.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** There are currently single-family dwellings and duplexes existing on the site.
2. **Current Zoning Designation:** The site has a zoning designation of M-1 FUD and R-2 FUD.
3. **Proposed Zoning Designation:** The proposed zoning designation is M-1 FUD and R-2 FUD.
4. **Current Population Yield:** The current zoning allows up to 1 dwelling unit per property. The parcel currently carries a potential population yield of 650 persons; 289 properties x 1 dwelling unit = 289 dwelling units; 289 dwelling units x 2.25 persons = 650.25 persons.

5. **Proposed Population Yield:** There is no proposed change to the number of dwelling units, which would not result in a change to the current population yield.
6. **The Applicant's proposed development program:** The property is currently comprised of single-family dwellings and duplexes for persons aged 55 years and older. The proposed modification will reduce the front yard requirements to permit construction of open carports only for the residents.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Plan indicates that the site contains Xeric Upland, Cutthroat Seep, and Wetland habitats. The purpose of this modification to the existing M-1 FUD and R-2 FUD is to reduce the front yard requirements to allow the construction of carports onto existing single-family dwellings and duplexes. Each parcel has been developed, and any potential habitats have already been impacted. Pursuant to Natural Resource Element Policy 3.3. of the Highlands County 2030 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, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, but with a 0.2% annual chance flood hazard, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C00356C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is not located within a MAZ as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within the Zone of Exclusion but is located within the Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The proposed development shall be required to comply with Section 12.12.301.B. of the Highlands County LDRs.
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.

D. Public Facilities and Services:

1. **Potable Water:** The property is served by an off-site central potable water system provided by HC Waterworks.
2. **Central Wastewater:** The property is served by an off-site central wastewater system provided by HC Waterworks.

3. **Solid Waste:** The property is serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site is currently developed on non-County maintained roads within the Covered Bridge Community. The community utilizes Lake Francis Road and Peachtree Drive, which are County maintained, for vehicular access.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** The proposed modification will not require the need for additional 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.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is not** required at the time of development.

F. **Schools:** The proposed modification will not generate student impacts to the school district.

G. **Airports:** The subject property is located approximately 17.35 miles southeast of the Avon Park Executive Airport and 7.5 miles southwest of the Sebring Regional Airport.

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 Hearing No. 2134, modifying the existing M-1 FUD and the existing R-2 FUD for 289 parcels, spread throughout the Covered Bridge Community, to allow carports to encroach into the minimum 25-foot front yard setback by up to 15 feet, 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 1:

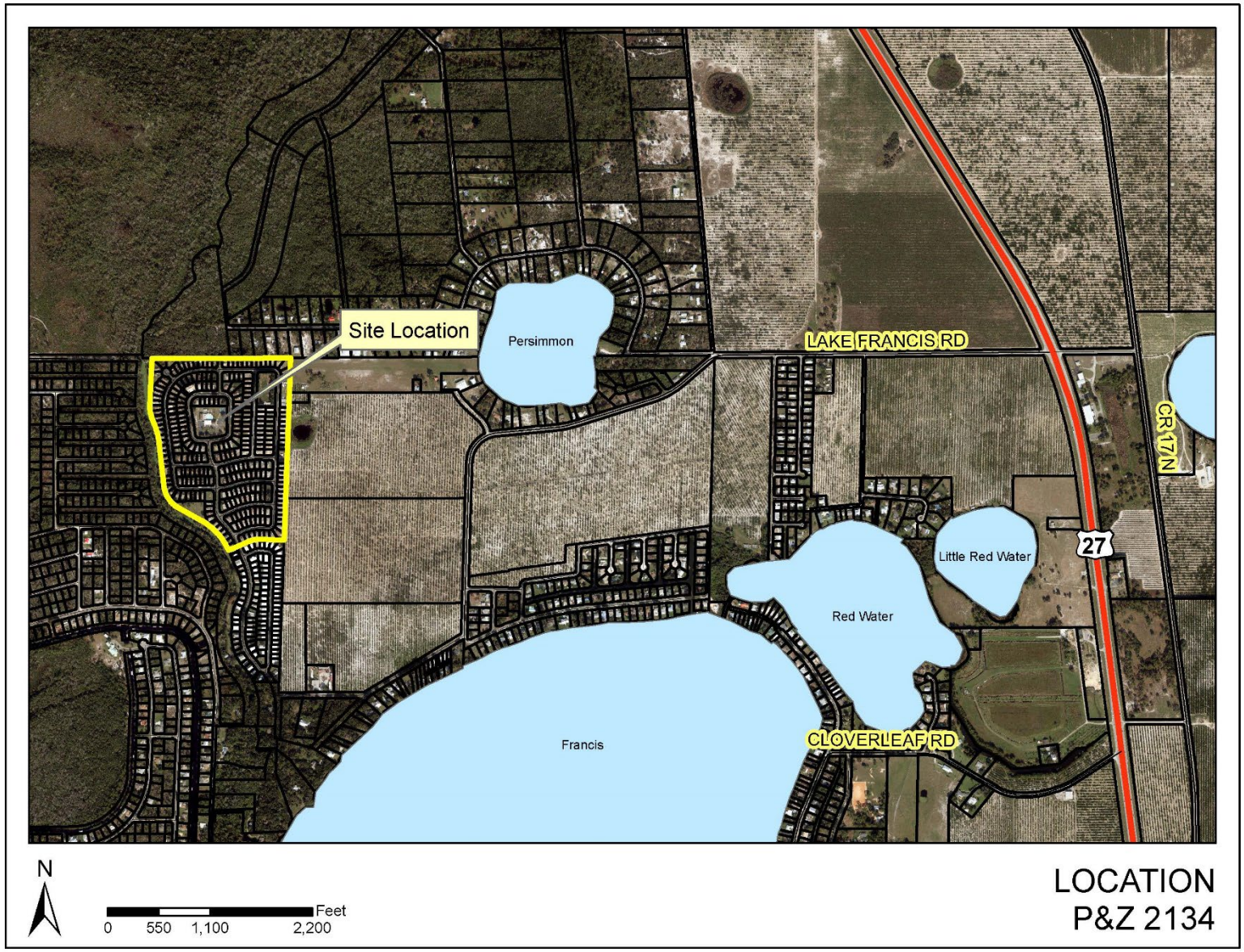

Site Location
Persimmon
LAKE FRANCIS RD
CR17N
27
Little Red Water
Red Water
Francis
CLOVERLEAF RD
N
0 550 1,100 2,200
Feet
LOCATION
P&Z 2134

Exhibit 2:

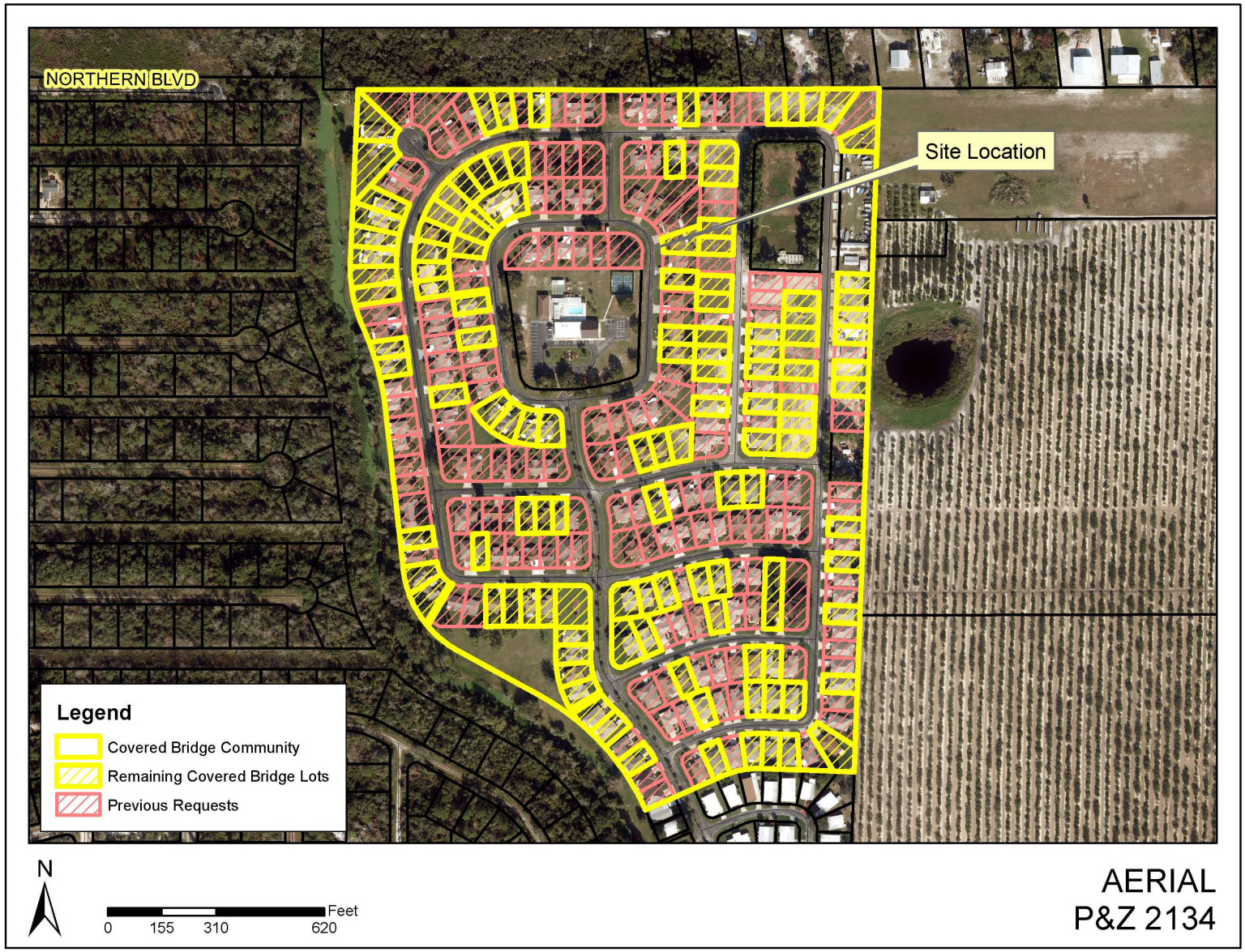
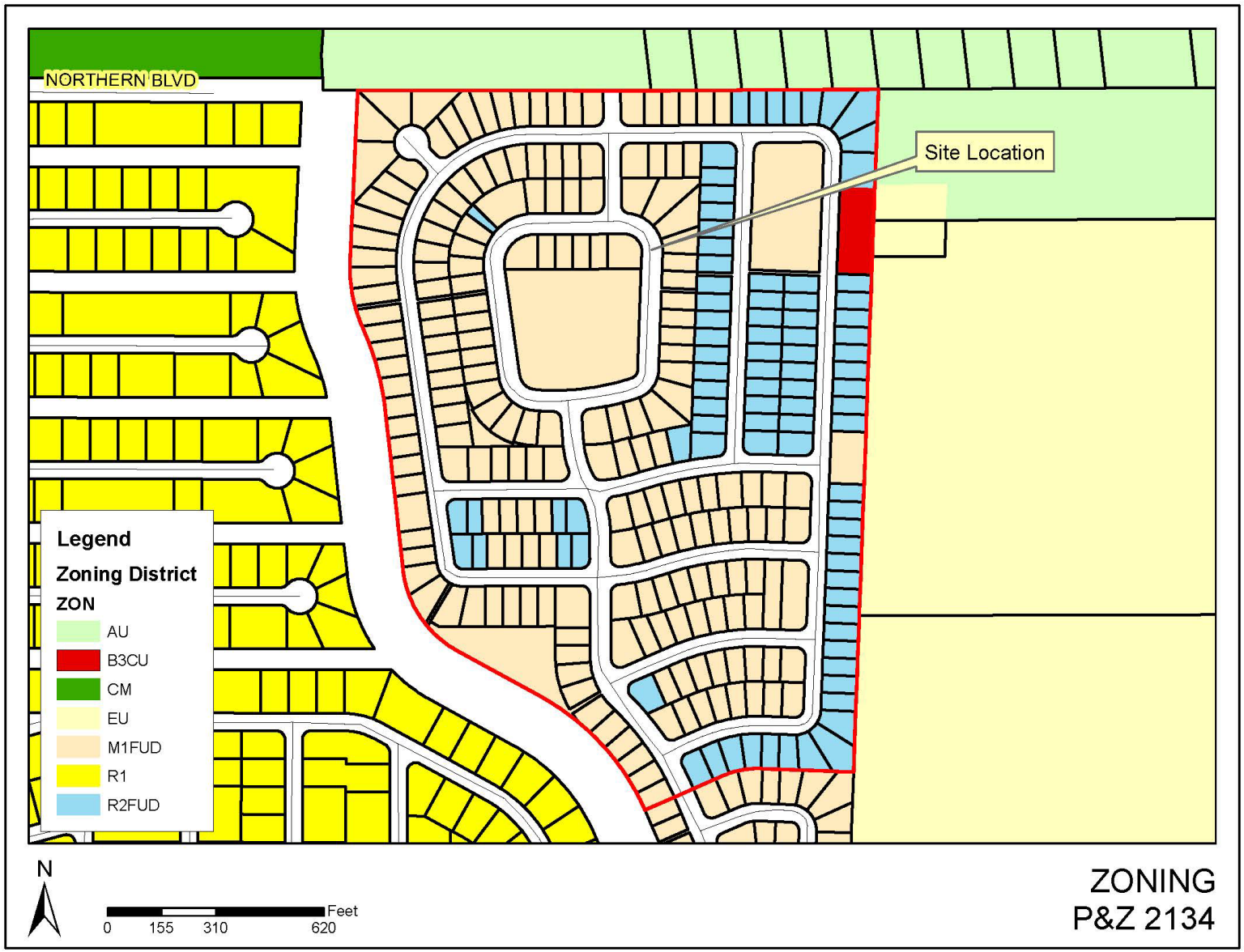

NORTHERN BLVD
Site Location
Legend
Covered Bridge Community
Remaining Covered Bridge Lots
Previous Requests
N
0
155
310
620
Feet
AERIAL
P&Z 2134

Exhibit 3:


NORTHERN BLVD
Site Location
Legend
Zoning District
ZON
AU
B3CU
CM
EU
M1FUD
R1
R2FUD
N
0
155
310
620
Feet
ZONING
P&Z 2134

RESOLUTION NO. 23-24-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING APPROVED ON APRIL 18, 1978, THROUGH HEARING #496 AND APPROVED ON AUGUST 22, 2006, THROUGH HIGHLANDS COUNTY RESOLUTION NO.: 05-06-207; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE ZONING APPROVAL ON APRIL 18, 1978, THROUGH HEARING #496; PROVIDING FOR AMENDMENT TO THE ZONING APPROVAL SET FORTH IN HIGHLANDS COUNTY RESOLUTION NO.: 05-06-207; PROVIDING FOR REPEAL OF HIGHLANDS COUNTY RESOLUTION NUMBERS 18-19-26, 20-21-69, 20-21-70, 21-22-49, 21-22-50, 22-23-107, AND 22-23-108; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, County has determined that a zoning change is necessary in order to bring consistency within the Venetian Village subdivision, also known as Covered Bridge ("Property"); and

WHEREAS, the County has initiated the change to the existing zoning classification on the Property for the specific purposes of consistency and furthering the existing character of the area; and

WHEREAS, the County has determined that the proposed zoning amendment 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 amendment 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 amendment; 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 amendment 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 any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. AMENDMENT TO THE ZONING APPROVAL ON APRIL 18, 1978, THROUGH HEARING #496.

The Zoning Approval on April 18, 1978, through Hearing #496 providing for Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) zoning designation is hereby amended as follows: The M-1 FUD zoning on the Property, shall be subject to the conditions, restrictions and limitations set forth in Sections 12.05.220 and 12.05.291 of the Highlands County Code of Ordinances EXCEPT unenclosed carports may encroach into the minimum 25-foot front yard setback for duplexes by up to 15 feet, leaving a setback of no less than 10-feet.

SECTION 3. AMENDMENT TO THE ZONING APPROVAL SET FORTH IN HIGHLANDS COUNTY RESOLUTION NO.: 05-06-207.

Highlands County Resolution No.: 05-06-207, as adopted on August 22, 2006, providing for Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) zoning designation is hereby amended as follows: The R-2 FUD zoning on the Properties shall be subject to the conditions, restrictions and limitations set forth in Sections 12.05.212 and 12.05.291 of the Highlands County Code of Ordinances EXCEPT unenclosed carports may encroach into the minimum 25-foot front yard setback by up to 15 feet, leaving a setback of no less than 10-feet.

SECTION 4. REPEAL OF HIGHLANDS COUNTY RESOLUTION NUMBERS 18-19-26, 20-21-69, 20-21-70, 21-22-49, 21-22-50, 22-23-107, AND 22-23-108. Highlands County Resolution Numbers 18-19-26, 20-21-69, 20-21-70, 21-22-49, 21-22-50, 22-23-107, and 22-23-108, are hereby repealed in their entirety and shall have no further force or effect following the adoption of this Resolution.

SECTION 5. 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 6. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to P&Z 2134, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. 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 8. CONFLICTS. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 28th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

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

SUBJECT/TITLE: **The Lake Istokpoga Management Committee (LIMC) motioned to approve discussion by the Board of County Commissioners on the Aguacultural workplan.**

STATEMENT OF ISSUE

South Florida Water Management District (SFWMD) entered a "Northern Everglades Watershed Nutrient Load Reduction" agreement with Aguacultural on Lake Istokpoga as a goal to reduce nutrients in the lake. The Aguacultural team briefed the Lake Istokpoga Management Committee (LIMC) on this project on October 24, 2023. At that meeting, the LIMC voting members motioned to approve discussion by the Board of County Commissioners for the Aguacultural workplan. Attached is the workplan for the Board's review and discussion.

RECOMMENDED ACTION

Discuss Aguacultural workplan and determine to support or oppose.

Attachments: AguaCulture_Annual_Work_Plan.pdf

Lake Istokpoga
NEWNLR
Contract No. 4600004580

Annual Work Plan

(Deliverable 3.A)

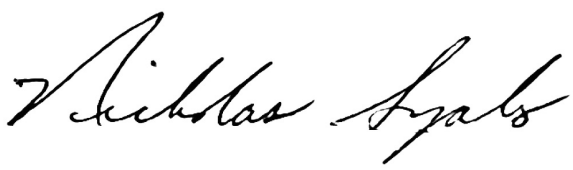
Revision 1.2

Effective 10/10/2023, 2023

600 Cleveland St, Ste 263 | Clearwater, FL 33755

727-710-0962

List of Signatories



Nicholas Szabo

CEO

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Annual Work Plan

(Deliverable 3.A)

1.0 Current Conditions

The chronic eutrophication of Florida's water bodies and waterways is widespread throughout the state[1], but arguably no greater than the Kissimmee chain of lakes, of which Lake Istokpoga is a part of. Therefore, it is not surprising that conditions in Lake Istokpoga are less than favorable with excessive invasive vegetation constantly a threat and the thixotropic mud (muck/legacy nutrients) that continually feed it, both of which hinder navigation and threaten natural habitats. The nutrient load within and incoming to Lake Istokpoga is an ongoing concern, not only to the Florida Fish & Wildlife (FWC), the South Florida Water Management District (SFWMD), the Lake Istokpoga Management Committee (LIMC), Highlands County, and the Friends of Lake Istokpoga, but also the residents of Lake Istokpoga.

2.0 Activities

AguaCulture's approach is twofold:

1. Remove muck/legacy nutrients from the Lake using the MuckVac™ and distribute the material via pumps and hoses to surrounding grassland for nutrient uptake and further removal via hay.
2. Assist with invasive vegetation removal in conjunction with the FWC as needed using the GreenMach One™ to masticate the vegetation into a slurry and apply it to grassland via pumps and hoses as soil amendment for nutrient uptake and further removal via hay.

These two activities can run concurrently or independently as needed. Per conversations with various entities including FWC, Highlands County, LIMC, and residents, it is agreed that it would be beneficial to start with option one in the eastern and northeastern canals where muck buildup is severely hindering navigation. In addition, it is recommended we start there as it is also the closest to our application sites on the Eastern side of Lake Istokpoga.

The MuckVac™ process is fairly simple. The ballasted system, which also has wheels, is slowly pulled across the affected areas whereby it gently removes the gravy-like legacy nutrients that are suspended at the bottom of the water column, leaving the sediment intact. Its integrated ballast system further enhances this mobility, providing the apparatus with the capability to adjust its vertical positioning. Should the MuckVac™ encounter any underwater obstructions—such as boulders, tree stumps, or other natural impediments—the ballast system allows for immediate elevation or depression of the machine, ensuring continuous, unimpeded operation.

[1] Bachman, Roger W., et al. "Phosphorus, nitrogen, and the designated uses of Florida lakes." *Lake and Reservoir Management*, vol. 28, no. 1, 2012, pp. 46-58. *tandfonline.com*, https://www.tandfonline.com/doi/full/10.1080/07438141.2011.650835.

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The GreenMach One™ process is well documented to be effective, as proven on Lake Okeechobee, to efficiently remove and process invasive vegetation (water hyacinth) (See Appendix B). The vegetation is harvested via traditional methods without the transport logistics, as the GreenMach One™ is close at hand on barges. It then masticates the vegetation for transport via hoses. It has been identified that Muck removal is the primary focus for this Lake Istokpoga project. However, the GreenMach One™ has other attributes that will be used for muck removal;

- Mixing the muck material inside the GreenMach One™ to ensure consistency.
- Provides a storage buffer in the event that the flow rates change.
- Provides an additional safety buffer to eliminate debris from entering the pumping system.

No application of material will take place when there is standing water in the hay field or pasture due to recent heavy rainfall. In the event we do apply material during the wet season, we would apply to land that is further away, when possible, from the lake and has a lower water table. Visual inspection of the alternate application site for standing water will be used to determine feasibility.

We will follow closely the guidelines of the Lake Istokpoga Habitat Management Plan[2].

Our monitoring procedures, including both soil, material, and hay testing, are laid out in Deliverable 1.B - Monitoring Plan in the SFWMD NEWNLR Project Deliverables.

[2]Fisheries and Aquatic Sciences Program, et al. "Lake Istokpoga Habitat Management Plan." *https://lakeistokpoga.wordpress.com/*, February 2020, https://lakeistokpoga.files.wordpress.com/2020/02/lake_istokpoga_habitat_management_plan-1.pdf.

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3.0 Project Maps

3.1 Application Area Map

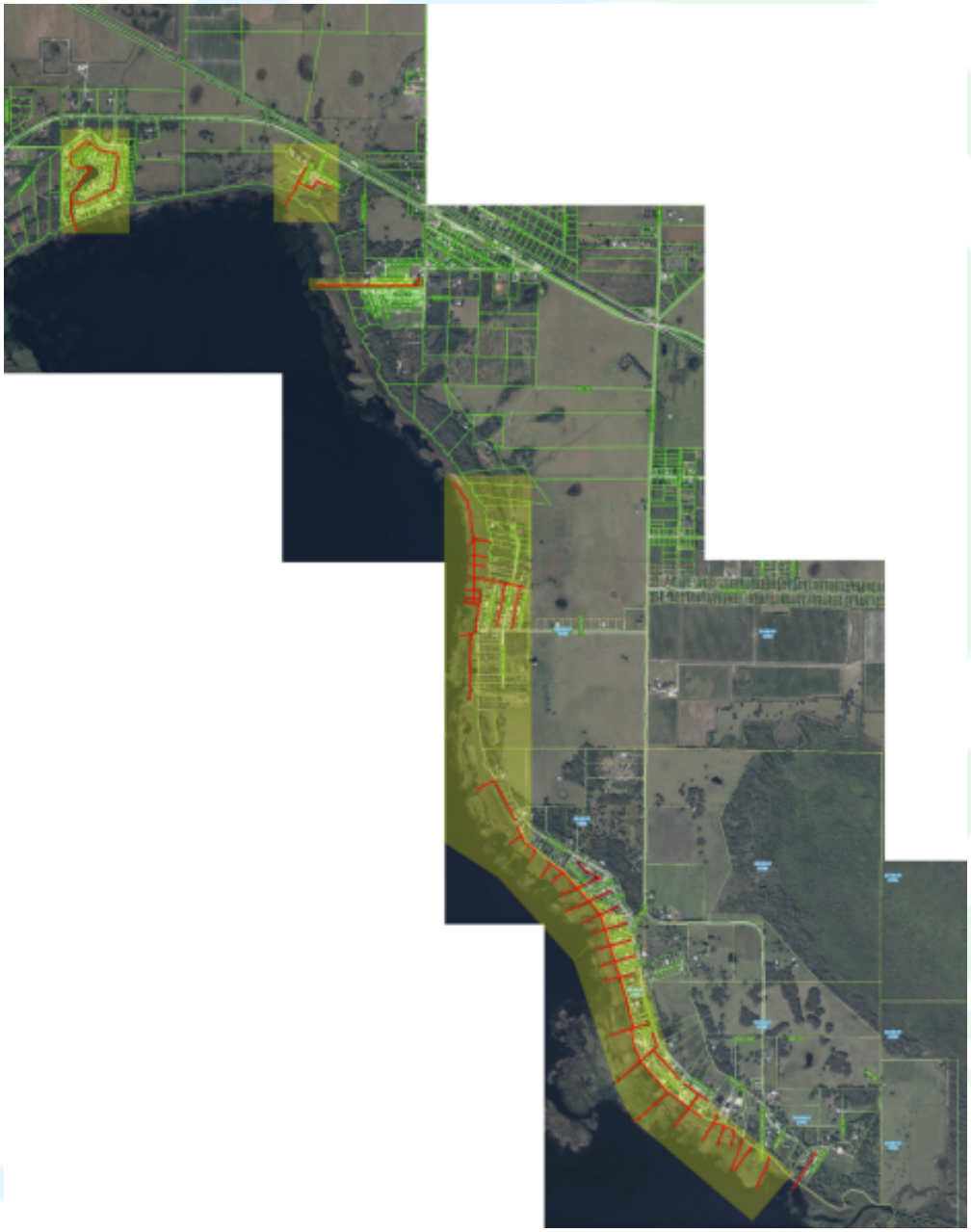
The shaded blue area is the application site and the red line is the hose distribution route from the approximate material origination area in the lake to the approximate application area in the site. The material origination area changes as the process moves throughout the production area. The approximate application area changes with the cycling of 30 agronomic rate application area rotation.



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3.2 Production Area Map

The yellow shaded area denotes the spatial limits of our proposed activities for the first phase of the project. The red lines indicate the known navigational problem areas that need to be addressed first. We calculate that there is enough material in these areas alone to fulfill the first year's production targets, if not more.



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4.0 Operating Schedule

We'll be operating Monday to Friday, eight hours per day unless extra time is required due to unknown circumstances or acts of God. Testing of material is only in effect on working business days when the material is being pumped. We will not be working on any public holidays unless there is an emergency.

5.0 Schedule of Activities

From Go - 2 Weeks	Mobilization and Site preparation : During this timeframe AguaCulture will be performing lab tests of the muck material and soil sampling.
1 - 3 Months	Removal and application of year 1 material quota, Soil testing, Hay testing
4 - 6 Months	Laboratory data compilation
Month 6	Final lab report

Note for detailed description of sampling methodologies see *APPENDIX. D

6.0 Quality Control Measures

6.1 AguaCulture QC Measures:

To ensure internal quality control, review and assessment is being implemented, AguaCulture will be sending samples to Brookside Labs, an ISO Certified 17025 Laboratory. Once the laboratory results have been received, AguaCulture will review and assess the data and ensure accuracy as laid out in the Monitoring Plan, Deliverables 1.B.

6.2 UF/IFAS Testing and Reporting Procedures:

In addition to our QC measures utilizing Brookside Laboratories, representatives from UF/IFAS will be conducting an ***Independent*** sampling, testing, and reporting project according to their Lake Istokpoga Project Procedures.***(APPENDIX. C)***

6.3 Testing Schedule

After initial baseline testing is complete, the following schedule will be maintained from day one of each category. *i.e. Material - after first day, Soil - 6 months from initial application, Compost/Hay - 30 days after initial application*.

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Material	Daily
Soil	Bi-Annually
Compost/Hay	Monthly

6.4 Unconsolidated Material Capabilities

AguaCulture follows ***DEP-SOP-001/01 FS 1000 General Sampling Procedure***[3] where applicable. AguaCulture collects samples via the sample port.

Unconsolidated sludge samples will be bottled in the required containers listed in Table FS 1000-4 and are supplied via Brookside Laboratories, our ISO Certified 17025 certified laboratory. This laboratory has the capacity to handle over 4,000 soil samples daily and 30 muck samples per day per client, along with a storage capacity of up to 6 weeks. Prior to sample collection, the containers and lids will be inspected for flaws (cracks, chips etc) before use. Any damaged bottles will not be used. Original signed COC will be placed in a ziplock bag with the sample and shipped to Brookside Laboratories using their standard form.(APPENDIX. D for form and Lab codes)

Along with nutrient measurements, we will be testing for :

Metals/Biosolids CFR Part 503 Heavy Metals	IB007	3050B 6010C 7471B	Arsenic,cadmium, chromium-total, copper, lead, mercury, molybdenum, nickel, selenium and zinc.

6.5 AguaCulture Soil Sampling Capabilities

AguaCulture will be following applicable ***DEP-SOP-001/01 FS 16100 Surface Sampling***[4] using a Standard Soil Sampling Probe.

Soil samples are packed and shipped the same day of collection. Samples will be bagged in tightly secure heavy duty bags to prevent leaking during shipment. Original signed COC will be placed in a ziplock bag with the sample and shipped to the ISO Certified 17025 Laboratory.

UF/IFAS will be conducting a concurrent ***independent*** study.

[3] Florida Department of Environmental Protection. *DEP SOPs*. 2017 DEP SOPs (Effective 4/16/2018). 2018. *floridadep.com*, Florida Department of Environmental Protection, https://floridadep.gov/dear/quality-assurance/content/dep-sops.

[4] Florida Department of Environmental Protection. *DEP SOPs*. 2017 DEP SOPs (Effective 4/16/2018). 2018. *floridadep.com*, Florida Department of Environmental Protection, https://floridadep.gov/dear/quality-assurance/content/dep-sops.

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6.6 AguaCulture Compost/Hay Sampling Capabilities

AguaCulture will follow ***DEP-SOP-001/01 FS 1000 General Sampling Procedure***[5] where applicable. Grass (aka Compost/Hay) samples will be collected and tested per the testing schedule listed in (See Appendix C). These samples will determine the uptake utilization of nutrients by the grass/hay.

7.0 Quarterly Reports

Quarterly reports will include soil samples before and after the work takes place. This will show the phosphorus levels before and after. If any grass is harvested in the form of hay bales, lab analysis of the phosphorus levels contained within the hay bales will be taken and included in the quarterly report. This will include maps of where the hay was harvested in order to benchmark and track the removal of phosphorus.

7.1 Modifications

As of now there are no modifications to the Operations and Maintenance Plan or the Monitoring Plan as laid down in Deliverables 1.A and 1.B. Any unanticipated modifications will be presented to the SFWMD and other applicable authorities for approval as needed.

8.0 Conservation Measures and Protection

AguaCulture and its operators will be following the FWC guidelines for Sandhill Cranes[6] and the specified guidelines for threatened wading birds[7] while operating machinery. FWC has provided AguaCulture with a specific action plan/reporting and education element to ensure conservation practices are being applied. Our machine operators will be trained on what to look for and follow the above mentioned practices.

9.0 Snail Kite Measures

The conservation measures discussed below are required to avoid potential project-related adverse impacts to nesting snail kites and include implementation of the following components anytime work is being done in an area that may impact snail kite nesting or foraging habitat, including travel, staging areas, spoil mounds and storage areas, hose placement, and other project-related activities: 1) a snail kite survey of the project area to determine if there is snail kite nesting or foraging habitat or activity within 500 ft of the project, conducted no more than one week prior to initiating on-site project activities; 2) biweekly or daily (dependent on time of year) snail kite monitoring while project activities are occurring within snail kite nesting or foraging habitat; 3) establishment of protective buffers around all active snail kite nests (suspected or confirmed); 4) active coordination with the U.S. Fish and Wildlife Service (FWS) including timely reporting of any suspected nesting within 500 m of the project and any suspected

[5] Florida Department of Environmental Protection. *DEP SOPs*. 2017 DEP SOPs (Effective 4/16/2018). 2018. *floridadep.com*, Florida Department of Environmental Protection, https://floridadep.gov/dear/quality-assurance/content/dep-sops.

[6] https://myfwc.com/media/11565/florida-sandhill-crane-guidelines.pdf

[7] https://myfwc.com/media/18634/threatened-wading-birds-guidelines.pdf

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project-related disturbance of, or impacts to, snail kites; and 5) an education plan for project personnel.

9.1 Snail Kite Surveys and Monitoring

Snail kite surveys and monitoring will be conducted biweekly while project activities are occurring within snail kite nesting or foraging habitat between July 1st and February 28th and weekly between March 1st and June 30th. Surveys and monitoring must be conducted by qualified biologists having previous snail kite monitoring experience sufficient to identify breeding and disturbance behaviors. Surveys will be conducted by boat beginning within 1 hour after dawn and continuing for at least 4 hours following the FWS general survey guidelines (adapted as needed) provided in Appendix A. Observers will use binoculars and/or spotting scopes as needed to observe and record any snail kites within 500 meters (m) of the project area. Snail kite observations will be recorded on a daily activity monitoring datasheet that includes the following information:

- Observer name(s)
- Survey date
- Survey start and end times
- Weather (temp, wind speed, cloud cover, fog)
- For each kite observation, document the following:
    - Observation number (*i.e.*, 1, 2, …each day)
    - Time of observation
    - Number of individual kites observed
    - Sex and age of individual(s), as can be determined
    - Description of behavior; suggested activity codes include:
        - P (perched)
        - FL (flying)
        - FG (foraging – obvious hunting for prey, or with snail)
        - C (courtship – calling, mate feeding, copulation, flying with nesting material)
        - N (suspected nesting – defending, carrying sticks or prey to possible nest site)
        - D (disturbance behavior – cackling, quick wing flapping, circling/flying continuously overhead, frequent flushing
    - GPS coordinates and distance/bearing, as appropriate
    - Comments (*e.g.*, construction activity, habitat, banding)
    - Aerial map with all kite observations (estimated location, flight arrows, etc.) marked and individually identified with observation number

Observers should pay particular attention to those behaviors associated with disturbance (*e.g.*, cackling, quick wing flapping, circling/flying continuously overhead, frequent flushing) or breeding (*e.g.*, aerial courtship displays, copulation, defending territory, carrying nest materials or apple snail meat, vocalizations of adults, begging calls of young, etc.). The survey guidelines (Appendix A) provide additional information regarding courtship and nesting behaviors that should also be used to help observers identify and locate potential snail kite nests.

Once a suspected nest is identified in the field, the observer will mark its estimated location on an aerial map, record a GPS point, and describe the approximate distance and direction of the nest from this GPS location. The observer will also use a rangefinder to estimate the distance between the suspected nest and the project area. The location of any suspected active nests will be reported to FWS within 24 hours of being found; FWS will coordinate with the University of Florida (UF) or the Florida Fish and Wildlife Conservation Commission (FWC) to verify nest

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location and status. Suspected and confirmed nests within 500 m will be monitored daily while project activities are occurring until nest status is determined to be inactive, failed, or complete as determined by FWS based on UF nest monitoring data. A qualified biologist will monitor snail kite activity during all project activities within 700 feet of an active nest (suspected or confirmed). Where suspected/confirmed nests are located more than 700 ft from project activities, or if no active nesting has been found within 500 m of the project area, daily monitoring for a minimum of 4 hours will be conducted as described above.

All nests discovered during project surveys will be logged on a nest monitoring datasheet; daily monitoring information to be recorded will include the same information outlined above along with additional observations that may indicate nesting status/stage. Each active nest will be assigned a unique project identification number for tracking purposes; for any nests also monitored by UF, the UF nest number will also be used to identify the nest. Observers will record all kite activity associated with the potential nest location, paying particular attention to behaviors associated with disturbance (*e.g.*, cackling, quick wing flapping, circling/flying continuously overhead, frequent flushing) or nesting (*e.g.*, defending nest, incubation, bringing food to mate or young). Unless observers possess a 10(a)(1)(A) permit, all project monitoring must take place at least 500 ft from suspected or confirmed nests to avoid disturbing nesting kites. If disturbance behavior is observed that may be associated with monitoring activities, observers will increase their distance from the nest until disturbance behaviors cease. If disturbance behavior may be associated with project activities, work must cease immediately and FWS will be contacted as described below.

9.2 Implementation of Nest Protection Buffers

Once a suspected active nest has been identified, the following minimum nest protection buffers will be immediately established around the nest until such time as nest status is determined to be inactive, failed, or complete (as determined by FWS based on UF nest monitoring data):

No-entry Buffer Zone - A 500-ft (~150 meter) radius no-entry buffer zone is required around all active nests that are discovered. The purpose of this buffer zone is to protect kites from direct disturbance that may affect the fate of nesting. All equipment and activity must stay outside of these areas at all times when kite breeding activity is occurring.

Limited Activity Buffer Zone - A 1,640-ft (500 meter) radius limited-activity buffer zone is required around all active kite nests. This buffer zone is intended to maintain and protect foraging opportunities and habitat conditions around each nest to allow nesting kites to successfully hatch and fledge young. The goal is to maintain habitat conditions for the entire nesting period similar to those that were present when the birds selected the site. Activities that negatively affect habitat conditions within this buffer should not occur while the nest is active and while newly fledged kites are dependent on the area for foraging (*i.e.*, until approximately 11 weeks after hatching). Management activities expected to maintain or improve the existing kite foraging and nesting habitat within this buffer may be allowed after written approval from FWS, and activities should be limited to the minimum time necessary to complete appropriate management activities.

Established buffer zones will be marked on a site map. Project personnel will be given a map indicating protected areas and must avoid entering marked areas to prevent disturbance to nesting kites. If a no-entry buffer zone overlaps with the project area and the area can be avoided, the boundary will also be marked in the field with high visibility flagging/signage to

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demarcate sensitive habitat. If a no-entry buffer zone overlaps with the project area but the area cannot be avoided, all activities within the buffer will cease and FWS will be contacted to determine the proper path forward before any project activities can resume within this buffer. In addition, if a limited-activity buffer overlaps with the project area, and vegetation removal is not yet complete, project activities potentially affecting foraging habitat within this buffer will cease and FWS will be contacted to determine the proper path forward before these activities can resume within this buffer. Project activities within the no-entry buffer, or vegetation removal within the limited activity buffer, may only occur after obtaining written approval from FWS (including implementation of any FWS-specified additional conservation measures and confirmation by the qualified biologist that the activity is not impacting kites) or if the nest status is determined to be inactive, failed (unrelated to project activities), or complete as determined by FWS based on UF nest monitoring data.

As specified above, a qualified biologist must be present during any project activities occurring within 700 ft of an active nest (suspected or confirmed) to ensure nesting kites are not disturbed by project-related activities. If it appears that project activities are altering breeding or foraging behavior of nesting snail kites, these activities will cease and FWS will be contacted the same day. In coordination with the project's qualified biologist (and possibly FWC or UF), FWS will determine additional avoidance measures that may be necessary to prevent further disturbance. Project activities may resume only after obtaining written approval from FWS (including implementation of any FWS-specified additional conservation measures and confirmation by the qualified biologist that the activity is not impacting kites) or if the nest status is determined to be inactive, failed (unrelated to project activities), or complete as determined by FWS based on UF nest monitoring data.

9.3 Education Plan

A snail kite education plan will be implemented to help avoid and minimize any adverse effects of the project on snail kites. All project-associated personnel will be briefed as to the nature of snail kites and the potential impacts of the project on them. The education plan will include:

- A description of the snail kite (including photos and/or video), its habits, behaviors indicating disturbance, and its protection under Federal and State law;
- Instruction not to injure, harm, harass, or kill this species or possess any part thereof (e.g. feathers, eggs, and nest);
- Instruction to contact the onsite project lead if snail kite behavior suggests an individual is being disturbed by project activities, or if a snail kite nest is suspected within 700 feet of project activities.

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9.4 Reporting Requirements

The location of any suspected active nests must be reported to FWS by phone and/or email within 24 hours of being found. Information provided must include an aerial map with the estimated location marked, the approximate distance and direction of the nest from specified GPS coordinates, and the estimated distance between the suspected nest and the project area.

If a no-entry (500-ft) buffer overlaps the project area and cannot be avoided, or a limited activity (500-m) buffer overlaps the project area and vegetation removal has not yet been completed, FWS must be contacted by phone and/or email prior to conducting project activities within these buffer areas. Should additional conservation measures be identified, follow-up reporting will also be required documenting implementation of these measures and subsequent monitoring results to confirm project activities are not impacting snail kites.

If project activities appear to disturb nesting snail kites, or alter their breeding or foraging behavior, FWS must be contacted the same day by phone. Should additional conservation measures be identified, follow-up reporting will also be required documenting implementation of these measures and subsequent monitoring results to confirm project activities are no longer impacting snail kites.

Please inform FWS via email once the start date has been determined. The results of the initial survey must be sent via email to FWS prior to commencing work. Once work commences, weekly snail kite monitoring reports must be sent via email to FWS. These must include of a short summary of monitoring activities, field observations (*e.g.*, characterizing kite activity in the vicinity of the project area), suspected/confirmed kite breeding activity, and any protective measures implemented. If there are any suspected or confirmed snail kite nests within 500 m of the project area, the report must also include a scaled aerial map showing all nests and their associated buffers in relation to the project area.

A scaled aerial map showing suspected and confirmed active nest locations monitored for this project, along with their respective nest protection buffers in relation to the project area, must be kept up-to-date and provided upon request while project work is ongoing. Copies of all daily activity and nest monitoring datasheets must also be provided upon request while project work is ongoing.

A final monitoring report must be sent to FWS within 60 days of the completion of project activities. The final report must include a summary of monitoring activities and field observations, copies of all daily activity and nest monitoring datasheets with associated maps and graphics, a scaled aerial map showing all suspected and confirmed nests and their associated buffers in relation to the project area; and a description/summary of any actions taken to protect each nest.

Upon locating a dead, injured, or sick snail kite, FWS and FWC must be contacted immediately. Care should be taken in handling sick or injured specimens to ensure effective treatment and care or in the handling of dead specimens to preserve biological material in the best possible state for later analysis as to the cause of death. In conjunction with the care of sick or injured specimens or preservation of biological materials from a dead animal, the finder has the responsibility to carry out instructions provided by Service Law Enforcement to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

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9.5 FWC Contacts

Agency contacts for all reporting are as follows:

Vicki Garcia (primary FWS contact for all kite-related issues)
U.S. Fish and Wildlife Service
Florida Ecological Services Field Office
777 37th Street, Suite D-101
Vero Beach, Florida 32960
Email: victoria_garcia@fws.gov
Telephone: (772) 226-8145

Tyler Beck
Snail Kite Conservation Coordinator
Florida Fish and Wildlife
Conservation Commission 19100
SE Federal Hwy
Tequesta, FL 33469
Email: Tyler.Beck@MyFWC.com
Telephone: (561) 341-0901

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10.0 Biweekly Progress Reports

Biweekly progress reports will be provided electronically and approved by the project manager that will include complete maps, volume of material removed, total gallons pumped, turbidity, analyses of material removed and applied, maintenance logs, and values of nutrient retention.

11.0 Quarterly Progress Reports and Deliverables in Year One

The quarterly reports will include soil samples before and after the work takes place. This will show the phosphorus levels before and after. If any grass is harvested in the form of hay bales, lab analysis of the phosphorus levels contained within the hay bales will be taken and included in the quarterly report. This will include maps of where the hay was harvested in order to benchmark and track the removal of phosphorus. Also, all O&M and monitoring activities for the quarter, plus a final summary of the total TP transported and applied to the land including complete documentation of the retention calculation.

AguaCulture's MuckVac™ technology has various benefits that will address the above-mentioned conditions that many of our waterways are in. Improved lake health via nutrient removal is our nature based solution, and our nutrient removal goal will not exceed 10,000 pounds of phosphorus annually from Lake Istokpoga.

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12.0 Appendix A

USFWS Snail Kite Survey Guidance

The objective of the survey is to document any and all use of the area by snail kites. To this end, the most important aspects are complete survey coverage and detailed documentation of kite activity. Documenting approximate nesting location and related snail kite activity/behavior are important, but "nest checks" are not required nor allowed without a valid Endangered Species Recovery Permit under Section 10(a)(1)(A) of the Endangered Species Act. Unless an observer possesses a valid 10(a)(1)(A) permit, nest monitoring must be conducted from a minimum distance of 500 feet (ft) to avoid disturbing nesting kites.

Snail kite surveys should be conducted in the early morning to increase the probability of detection and decrease potential thermal stress to eggs or nestlings. To maximize the probability of observing kite activity, surveys should not be conducted in any precipitation above a slight sprinkle, in fog that impedes visibility, or in strong winds.

A. Nesting and Courtship Behavior – look for these characteristics for hints of nest presence:

- Stick carrying – Follow birds with material carries. (However, sometimes it won't lead you to a structure, as males may carry around as a courtship behavior.)
- Long drawn out calling – Individuals call for many reasons but if you aren't pressing into their space long drawn out calling can hint at a possible structure.
- Diving and Swooping – Males will often swoop and dive in a courtship display. If you see a pair swooping around together it could mean a potential nest. Sometimes very aggressive adults will swoop at people or boats if there is a nest very close by, but this is rare.
- Copulation – This can sometimes be a result of stress but often means that there is a nest or there will soon be one.
- Carrying of meat – If a kite has meat in its talons or bill, it is either taking it to a mate or a nest. If you see these behaviors follow that individual giving them enough space to return to a possible nest. o Kites flying with the whole snail doesn't necessarily mean they are nesting. Kites will sometimes fly long distances for a preferred perch just to extract the meat.
- Circling and calling – If two kites are circling and calling, there is most likely a nest

nearby. B. Survey Protocol:

1. Surveys conducted by airboat or other motor vehicles should be conducted using at least two observers (a driver and a passenger). Multiple crews of two (using multiple airboats) may be used at the same time to cover a larger area if desired. Kayaks may also be used if the area is smaller and sufficient coverage can be achieved.

2. Before the survey begins, the observer should record the date, location, observer name(s) (identify driver/passenger), start time, and weather (temp, wind speed, cloud cover). 3. If available, the driver should turn on the tracks on the driver GPS. Previous tracks should only be used as a guide to help drivers navigate through difficult terrain, avoid known hazards, understand the general extent of surveys, and locate access points. Tracks can also be used to know where you didn't go on previous surveys. There is no need to follow previous tracks – it is more important to thoroughly search the area for snail kite activity.

4. Surveys are conducted by following a given route which depends on the project area: a. All potential suitable foraging and nesting habitat within the project area plus a 500 meter

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(m) buffer (herein, this is referred to collectively as the survey area) should be surveyed for snail kite activity.

b. In lake habitats, follow the perimeter of the lake as well as any islands that are present. The survey route should be adjusted as needed to survey the entire width of littoral habitat.

c. In wetland habitats, establish transects starting along the wetland edge (or the edge of the survey area within the wetland), with subsequent parallel transects spaced such that all potential nesting and foraging habitat is surveyed within the survey area. Spacing between transects will be site dependent, based on onsite habitat and visibility, but should not be more than 200 m between transects.

d. DO NOT drive through potential nesting substrate or put the boat in a situation where you might prop blast or destroy possible nesting habitat.

e. Stay at least 500 ft from confirmed or suspected nest locations to avoid disturbing nesting kites.

f. If a kite appears agitated (cackling, quick wing flapping, circling overhead), increase the distance between your boat and the kite until the bird stops its agitated behavior. The distance at which kites may become agitated varies between individual birds, so paying close attention to bird behavior is important.

5. Once the survey has commenced, the observer/passenger should scan with binoculars up to 80% of the time. The driver should also scan for snail kites and alert the passenger of observations. 6. For every kite observed, take a GPS location (either at location of bird, or a GPS point with bearing/distance) and record the following on the datasheet:

a. Time of observation

b. Sex (male=M; female=F; juvenile=J; young of the year=Y; unknown=U) c. Activity

i. Perched = P

ii. Flying = FL

iii. Foraging (obvious hunting for prey, or with snail) = FG

iv. Courtship (calling, mate feeding, copulation, flying with nesting material) = C

v. Suspected nesting (defending, flushing from, carrying sticks or food to a suspected nest location) = N

d. Banded status (whether the bird is banded Y/N, color bands if these can be read) 7. If you see agitated/defensive behavior or other breeding activity that suggests an active nest is nearby, mark the location on an aerial map. In addition, record a GPS point and describe the approximate distance and direction from the location. After quickly recording the location data, ixncrease your distance from the suspected nest until the bird stops its agitated behavior and you are at least 500 ft from the suspected nest. Location information should be provided to the Service the same day so that we can confirm nesting as quickly as possible.

8. At the end of the survey, the passenger should record end time (note any breaks taken) and tally birds seen (if no birds were seen this should be indicated by writing “NO BIRDS” across the sheet). It is also helpful to record presence of any snail eggs (note whether exotic or native) or snails (live/shells) observed.

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13.0 Appendix B

USACE/USF/IFAAS Report

Summary of USACE/USF/IFAAS Report of FWC Invasive Vegetation Removal Pilot Project

Lake Okeechobee Nutrient Mitigation Demonstration Project

Benjamin P. Sperry[1], Michael W. Durham[2]

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Introduction

This report will describe preliminary findings from a demonstration project conducted in 2022 that aimed to mechanically harvest invasive vegetation to reduce TP in Lake Okeechobee.

The nutrient mitigation project targeted 35 acres of waterhyacinth (*Eichhornia crassipes*) in the spring of 2022 on Lake Okeechobee in the area north of Indian Prairie Canal. Unlike most harvesting operations which haul harvested material by truck to dump sites, this project used a large macerator to reduce plant material to a slurry which was transported through a hose by a series of pumping stations to a field approximately 6.5 miles from the harvesting area. Once the slurry reached the disposal site, a hose with two large spray nozzles attached to a tractor was used to distribute the material across the area. The process of collecting, macerating, pumping, and disposing of plant material has been working since initiation.

At the harvest site two mechanical harvesters were utilized. One harvester consisted of a cutting width of approximately 2 meters and a payload area of about 15 meters long. The other harvester was approximately 1 by 10 meters. The macerator, generators, hydraulics, and various other equipment were placed on a barge which could be moved by tugboat.

Other machinery included one large and several small generators on the barge to run the macerator and loading conveyor, plus 2 boats and 4 diesel powered pump stations to move the material to the field. Six workers were also present during this time—two harvester operators, a tractor driver, two individuals on the barge running the macerator and one other individual filling fuel tanks.

Samples of plant, water and the liquid portion of the macerated material were taken and analyzed for nutrient content (Table 1 and 2). The average weight for 1 m^2 of dried waterhyacinth biomass collected in the area currently being harvested is 2.35 lb (n=2) which equates to 9510 lb dry weight per acre. The nutrient levels in the liquid portion of the macerated material, while higher than lake water did not account for the levels found in the dried material, therefore most of the nutrient content of the slurry is still tied up in the plant material portion.

For every acre of hyacinth removed, roughly 28.5 lb of phosphorous and 218.7 lb of nitrogen is removed. A total of 998 lb of phosphorous and 7,655 lb of nitrogen is expected to be removed from the system at the completion of the total 35 acres of waterhyacinth contracted for harvesting.

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Total phosphorus content of those sediments ranged from 731 to 1353 mg/kg and authors estimated a total of 4.6 x 10^6 kg of total phosphorus in sediments lake-wide (Missimer et al. 2021).

Table 1. Macro nutrients from lake water, macerator liquid, and dried waterhyacinth plants from Lake Okeechobee.

Source material	NO3	NH4	N	P	K	Mg	Ca	S
	mg L^{-1}							
Lake Water (n=2)	0.7	0.2	-	0.01	6	10	44	34
Macerator liquid (n=4)	5.3	1.6	-	2.2	145	24.3	65	523
	% by weight							
Waterhyacinth (n=4)	-	-	2.3	0.3	3.6	0.6	2.3	0.4

Table 1. Micro nutrients from lake water, macerator liquid, and dried waterhyacinth plants from Lake Okeechobee.

Source material	B	Zn	Mn	Fe	Cu
	mg L^{-1}				
Lake Water	0.1	0.01	0.01	0.01	0.01
Macerator liquid	0.9	0.02	0.5	0.7	0.01
	Mg kg^{-1} dry weight				
Waterhyacinth	23.3	21.5	355.3	2571	6.5

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14.0 Appendix C

UF/IFAS Lake Istokpoga Project Procedures

UF/IFAS

Lake Istokpoga Project Procedures

September 2023 - September 2024

Treatments:

1. This treatment will be the application of the vegetation equal to the amount applied to the remainder of the pasture – once/month.
2. This treatment will be the application of water only. The amount of water will be determined by how many gallons/acre are applied to treatment 1 (standard application method) less the dry matter – once/month.
3. Control

*Each treatment will be replicated 3 times

Protocol:

1. Soil: Soil & tissue samples will be collected at each treatment area (n=9) every quarter. (September 2023, Dec 2024, March 2024, Aug 2024)
   UF/IFAS Extension Agents and/or intern will collect the soil and submit to the UF lab, which will provide data for P, K, Ca, Mg, S, Cu, Mn, Zn, and pH. **Submission form attached – $20/sample to be paid by Aguaculture (check, money order or credit card).*

2. Forages: Forage samples will be collected at each treatment area (n=9) monthly and submitted to the UF/IFAS Forage Lab at the Ona Range Cattle Research & Education Center (9/23, 10/23, 11/23, 12/23, 1/24, 2/24, 3/24, 4/24, 5/24, 6/24, 7/24, 8/24, 9/24)
   UF/IFAS Extension Agents and/or intern will collect forage from a forage collection hoop, weigh it (to determine yield) and submit to lab, which will provide data for TDN (Total Dissolvable Nutrients) and CP (Crude Protein).
   **Submission form attached - $7/sample to be paid by Aquaculture (check, cash or money order)*

3. Material: Material samples will be collected monthly and submitted to the Waters Lab in Camilla, GA (same schedule as soil sampling, above). UF/IFAS

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Extension Agents and/or intern will work with the Aquaculture representative to collect approximately 2 cups of the material each month. **Sample report is attached – estimated to be $20/sample to be paid by Aquaculture (Check or money order).*

**Each treatment area will be trimmed to an average height of 3 inches each month and thatch will be removed from the exclusion cages to mimic grazing.

Materials:

- 9 exclusion cages
- 2 forage hoops
- 16oz. Water sample bottles
- Weed eater or trimming device like Brent's
- Digital scale
- Quart Ziplocs
- Soil probe
- Watering can
- Permanent markers

Result:

Aquaculture and partners will have a greater understanding of the value of their product when used as a soil amendment. Ranchers will also be provided the opportunity to learn about alternative soil amendments for their pastures and/or hay fields. UF/IFAS Extension Agents will create fact sheets for regional newsletters and the Florida Cattlemen's Association magazine, submit abstracts to the Extension Professional Associations of Florida for presentations on the state level and the National Association of County Agricultural Agents for presentations on the national level, and work with Dr. Maria Silveira (UF/IFAS Soil & Water Sciences Professor) to create a publication for the UF/IFAS Electronic Data Information Source. There is also an opportunity to host a field day at the site of the application so that ranchers can stop by to learn more about the material and see it for themselves.

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15.0 Appendix D

Brookside Laboratories Codes

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FIELD WORKSHEET For: All Soil, Manure, Fertilizer, Lime, Herbicide/Pesticide Tests

Date Submitted: _____ **Client #:** _____ **# Samples Submitted**____

Client Name: _____ **Consultant:** _____

Address: _____ **Sampled By:** _____

Office Use
Form #: ____Due Date: _____
No. Samples Rec'd: _____
Date Rec'd: _____
Rec'd By: _____

Check box if data is to be: ❑ Fax #_____ ❑ e-mail: (address)_____

Soil Audit Format:	ppm: ___ yes ___no		Report unit: pick one: ❑ lb/ac ❑ lbs/1000 sq. ft. ❑ kg/ha				Sample Depth: ____ inches ____cm			
(16 Characters ea.)	Sample 1 (8 characters ea)		Sample 2 (8 characters ea)		Sample 3 (8 characters ea)		Sample 4 (8 characters ea.)		Sample 5 (8 characters ea)	
Sample Location	ID Space #1	ID Space #2	ID Space #1	ID Space #2	ID Space #1	ID Space #2	ID Space #1	ID Space #2	ID Space #1	ID Space #2

Please check desired package (Soil): ❑S001 ❑S001P ❑S001A ❑S001B ❑S001C ❑S110 ❑S113 ❑S001N ❑S001AN ❑S001BN ❑S001CN ❑S001PN ❑S002 ❑S003 ❑S004 ❑S004LM ❑S005 ❑S006 ❑S006W=client H20 ❑S007 ❑S015 ❑S015N ❑S019 ❑S008 ❑S009 ❑S009LM ❑S010 ❑S011 ❑S017 ❑S171 ❑S180 ❑S251 **(Manure, Fert., Lime):** ❑Z001 ❑Z002 ❑Z003 ❑Z004 ❑X001 ❑X002 ❑X003 ❑L001 ❑L002

❑ Other_____ If other tests are required on certain samples, note the samples below and specify the test by index code. (See backside.)

_____

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SOIL ANALYSIS

CODE	TEST PACKAGE/DESCRIPTION
S001	**STANDARD SOIL, includes:** pH, Organic Matter, Est. N. release, Bray II Phos., Exchange Capacity, % Base Saturation of Cation, MIII Extractable P-Mn-Zn-B-Cu-Fe-Al-S-Ca-Mg-K-Na
S001P	**STANDARD SOIL, includes:** pH, Organic Matter, Est. N. release, Bray I Phos., Exchange Capacity, % Base Saturation of Cation, MIII Extractable P-Mn-Zn-B-Cu-Fe-Al-S-Ca-Mg-K-Na
S001A	**STANDARD SOIL, includes:** Standard S001, SMP/Sikora Buffer pH, No Bray II Phos.
S001B	**STANDARD SOIL, includes:** Standard S001, SMP/Sikora Buffer pH, No Bray II Phos. (Exchange capacity and % Base Saturations are calculated using SMP/Sikora Buffer pH)
S110	**AVAILABLE NITROGEN (NH_4-N + NO_3-N)**
S001N	**STANDARD SOIL, includes:** Standard S001 and S110
S001AN	**STANDARD SOIL, includes:** Standard S001A and S110
S001BN	**STANDARD SOIL, includes:** Standard S001B and S110
S001PN	**STANDARD SOIL, includes:** Standard S001P and S110
S002	**TOTAL SOIL ANALYSIS, includes:** Total P, Ca, Mg, K, Na, B, Fe, Mn, Cu, Zn, Al, S
S003	**SOIL-LESS MEDIA, includes:** pH, Salt, Available Nitrogen (NO_3, NH_4), Ca, Mg, P, K, Na, S, B, Mn, Zn, Fe, Al, Mo, Cu
S004	**COMPLETE PHYSICAL ANALYSIS, includes:** (A2LA) Particle Size, O.M. by Ash, Sand Fractions, Saturated Hydraulic Conductivity, 30 cm Moisture Retention, Air filled Pore Space, Capillary Pore Space, Total Pore Space, Bulk Density, Particle Density, pH, Visual Classification
S004LM	**COMPLETE PHYSICAL ANALYSIS (LAB MIX)**
S005	**GREENHOUSE/NURSERY SOIL ANALYSIS, includes:** S001, S110, Soluble Salts
S006	**SATURATED SOIL PASTE, includes: (with DI – lab water)** pH, Ca, Mg, K, Na, S, B, Fe, Mn, Cu, Zn, Al, P, Soluble Salts, Cl, Bicarbonate, ESP (calculated), SAR (calculated), Available N (NO_3 + NH_4)
S006W	**SATURATED SOIL PASTE, includes: (with client water)** Same as S006 but the lab uses **client** water instead of DI water
S007	**NEW ZEALAND/AUSTRALIA STANDARD, includes:** Standard S001, SMP/Sikora Buffer pH, Available N (NO_3 + NH_4) KCl extractable Al, Total Acidity, (Exchange Capacity and % base saturation, includes, KCl ext. Al)
S015	**ALKALINE SOIL STANDARD, includes:** pH, Organic Matter, Est. N. release, Ammonium Acetate Ca, Mg, K, Na, S, Olsen Phosphorus, Exchange Capacity, % Base Saturation of Cation, DTPA Extractable Fe, Mn, Cu, Zn
S019	**SOIL HEALTH TOOL, includes:** H3A Extractable Ca, Mg, K, Na, S, P, PO4-P, Mn, Zn, B, Fe, Al, NH4-N + NO3-N, Water Extractable Organic C + Total N, Solvita Soil Respiration. Results are then used to assess overall soil health.
S008	**BUNKER SAND CHARACTERISTICS, includes:** Sand, silt, clay, Gravel, Sand Fractions, Organic Matter, Color, Crusting Characteristics, Visual Classification, Ball-lie Rating, Calcium Carbonate Equivalent
S009	**MOISTURE CURVE PACKAGE, includes:** S004 except pH & visual, plus Moisture Retention Curve
S009LM	**MOISTURE CURVE PACKAGE (LAB MIX)**
S010	**NUTRIENT SOLUBILITY ANALYSIS, includes:** pH, Ca, Mg, K, P, Na, B, Fe, Mn, Cu, Zn, Al, S
S011	**GREENS MIX QC, Next day turn around, includes:** Sand, Silt & Clay (reported together), Gravel, Organic Matter, Sand Fractions, Saturated Hydraulic Conductivity
S017	**GREENS MIX QC without PERC RATE, includes:** Next day turn around, Sand Silt & Clay (reported together), Gravel, Organic Matter, Sand Fractions
S171	**% Sand, Silt, Clay by Hydrometer**
S180	**% Sand, Silt, Clay by Pipette, Sand Fractions and Organic Matter at 360°C**
S251	**Gravel Fractions** (in mm gradation)

FERTILIZER ANALYSIS

CODE	TEST PACKAGE/DESCRIPTION
X001	**STANDARD FERTILIZER, includes:** Total Nitrogen, Available Phosphorus, and Potassium
X002	**STANDARD FERTILIZER + MINERALS, includes:** X001, plus Sodium, Calcium, Magnesium, Iron, Manganese, Copper, Zinc, and Boron
X003	**LIQUID GREENHOUSE FERTILIZER, includes:** pH, Conductivity, Chloride, NO3, NH3, Sulfur, Calcium, Magnesium, Sodium, Phosphorus, Potassium, Boron, Iron, Manganese, Zinc, Copper, Aluminum, Molybdenum, Cobalt

ANIMAL WASTE (MANURE) ANALYSIS

CODE	TEST PACKAGE/DESCRIPTION
Z001	**STANDARD MANURE ANALYSIS, includes:** Moisture, Organic Matter, Mineral Matter, Nitrogen, Phosphorus, Potassium, NO3-N and NH4-N
Z002	**STANDARD PLUS MINERALS, includes:** Z001, plus Calcium, Magnesium, Sodium, Sulfur, Iron, Manganese, Copper, Zinc, Boron, NO3-N and NH4-N
Z003	**NITRATES AND AMMONIA, includes:** NO3-N and NH4-N
Z004	**COMPOST ANALYSIS, includes:** Moisture, Organic Matter, Mineral Matter, Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sodium, Sulfur, Iron, Manganese, Copper, Zinc, Boron, C/N Ratio, pH

LIME ANALYSIS

CODE	TEST PACKAGE/DESCRIPTION
L001	**STANDARD LIME ANALYSIS, includes:** Calcium, Magnesium, and Fineness
L002	**STANDARD LIME PLUS MINERALS, includes:** L001, plus Sodium, Potassium, Sulfur, Iron, Manganese, Copper, Zinc, and Boron

HERBICIDE/PESTICIDE ANALYSIS

CODE	TEST PACKAGE/DESCRIPTION
IO010	**AATREX (ATRAZINE)**
IO120	**CHLORPYRIFOS (LORSBAN, DURSBAN)**
IO130	**2,4-D**
IO367	**GLYPHOSATE**
IQ001	**HERBICIDE SCREEN #1, includes:** Imazapyr (Arsenal), Imazaquin (Scepter), Imazethapyr (Pursuit)
IQ002	**FULL HERBICIDE SCREEN**
IQ003	**FULL INSECTICIDE SCREEN**
IQ063	**FULL FUNGICIDE SCREEN**
IQ012	**AGRICULTURAL PESTICIDES, includes:** Azinphos Methyl, Chlorpyrifos, Demeton, Diazinon, Disulfoton, Ethoprop, Malathion, Parathion-methyl, Phorate
EE549	**AUDUBON MONITORING CORE (NO PESTICIDES), includes:** DO, EC, Ammonia, Nitrate, pH, Total Phosphorus
EE522	**AUDUBON MONITORING, includes:** All Audubon Monitoring Core & 3 herbicides/pesticides

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FEED WORKSHEET

Date Submitted: _____ **File #:** _____

Client Name: _____

Address: _____

Consultant: _____ **Sampled By:** _____

OFFICE USE
Form #: _____
No. Samples Rec'd: _____
Date Rec'd: _____
Rec'd By: _____
Due Date: _____

Check box if data is to be: ❑ **Transmit** ❑ **Fax #** _____ ❑ **e-mail: (address)** _____

Sample Location	Description Line 1	Description Line 2	TEST PACKAGES (See Test Packages on Back Side) F001	F002	F006	F007	F008	F009	Individual Tests List Code(s) (See Test Codes on Back Side)	Check if fermented feed (pH)	Species of Livestock	Indicate if additive is present (NPN, etc.)	% Composition Forages - list type, % composition & maturity. Mixed Feeds - list ingredients and amounts (lbs)	Tabulation Sheets? (List in lb. Increments)

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TEST PACKAGES

F001	Proximate Test, includes: (Wet Chemistry - Moisture, Fat, CF, Prot. Ash, Crude Carbohydrates, Dig. Prot., Dig. Carbohydrates, NE, TDN, ENE, Ca, Mg, K, P, Na, Fe,Mn, Cu, Zn)
F002	Forage Evaluation Test, includes: (Wet chemistry - Moisture, C-Protein, Est. Crude Fiber, TDN, ENE, ADF, NDF, Dig. Protein, Ca, Mg, K, P, Na, Fe, Mn, Cu, Zn)
F006	Nitrate /Ammonia Test - (N03 & NH3)
F007	F001/NDF/NSC
F008	Selenium, Molybdenum, Cobalt, Sulfur - w/F001 or F002
F009	F002/Ash, Fat, NSC

INDIVIDUAL TESTS

F105	ALUMINUM	P common forms ag feeds microsoft word			
F115	AMMONIA-WATER EXTRACTABLE	F165	FIBER (NEUTRAL DETERGENT)		
F120	ASH	F175	IRON	F235	POTASSIUM
F125	BORON	F180	MAGNESIUM	F240	PROTEIN (CRUDE)
F130	CALCIUM	F185	MANGANESE	F245	PROTEIN (SOLUBLE)
F135	CHLORIDES	F190	MOISTURE	F250	PROTEIN (ACID DET. INSOL.) ADF
F10	COBALT	F200	MOLYBDENUM	F255	SALT (CALC. FROM SODIUM)
F145	COPPER	F205	NITRATE	IB211	SELENIUM
F150	FAT (ETHER EXTRACT)		(N03-WATER EXTRACTABLE)	F265	SODIUM
F151	FAT (ACID HYDROLYSIS)	F207	NITRITE (N02)	F270	SULFUR
F152	FAT (ACID HYDROLYSIS W/ F001)	F210	NITROGEN (TOTAL)	F271	SULFUR W/F001,F002, OR F004
F155	FIBER (ACID DETERGENT FIBER)	F215	NON-PROTEIN-NITROGEN	F280	ZINC
F160	FIBER (CRUDE)	F220	pH	F285	PARTICLE SIZE (Penn State)
		F230	PHOSPHORUS		

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER:	**Paul Blackman, Sheriff** **Darin Hood, Law Enforcement Bureau**
SUBJECT/TITLE:	**Request approval to rescope the previously approved CFS Project 21030 titled "SO Building" at the Kenilworth Shop to "Kenilworth Upgrades".**

STATEMENT OF ISSUE

We request to rescope the previously approved CFS Project #21030 titled "SO Building" which was for a new building at the Sheriff's Office Shop at Kenilworth. Since we were unable to acquire surrounding property(ies) as initially planned, we determined it was more economically feasible to utilize the current space available and install less expensive structures instead of the initially requested building. These less expensive modifications and alternative solutions will make best use and efficiency of the existing property and buildings, which should provide sufficient protection for Sheriff's Office equipment and critical assets. We request this project be modified from installing a new building to the following:

- Asphalt or hard top covering throughout facility, where feasible
- Install metal siding to both sides and back of main barn structure
- Extend roof of existing main barn structure
- Install electrical infrastructure, to include lights and outlets, to exterior structures
- Install one additional structure to match existing equipment structures
- Relocation of portable structure
- Renovate restroom and wash station facilities
- Painting of existing enclosed building

RECOMMENDED ACTION

Move to approve request to rescope previously approved CFS Project 21030 titled "SO Building" at the Kenilworth Shop to "Kenilworth Upgrades".

FISCAL IMPACT

There is no fiscal impact.

Attachments: 3101B_RESCOPE Proj 21030 SO Bldg_Sheriff's Office Shop.pdf

ORIGINAL REQUEST

revised 01-17-2023 | **HIGHLANDS COUNTY** | FY 23/24 - 32/33 CFS

Capital Financial Strategy (CFS)
Project Request Form
(For Projects / Items Costing Over $25,000)

(Page 1 of 2)

Project Title:	**Building for Sheriff's Office Shop "Kenilworth"**			**Category Criteria**	**Critical Repairs**	
Responsible Department:	**CONSTITUTIONALS**			**Project Category:**	**Public Safety**	
Project Manager:	**Lance Marine/Capt. K. Johnson**			**Project Location:**	**Sheriff's Kenilworth Shop**	
CFS Identification Number:	**21030**			**Programmed:**	**Yes**	
Project Type:	( ) On-going	( ) 1-Year	(X) Multi-Yr	**Project Priority:**		
	( ) New	( ) Revised	( ) Existing	**Projected Date of Completion:**	**FY 24/25**	

BUDGETED EXPENDITURE SCHEDULE

Project Elements:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
Pre-Construction (i.e. Survey)								
Design / Plans / Engineering		40,000						
Land Acquisition		65,000						
Permits		3,000						
Construction	65,000	150,960	160,000					
Inspection / Testing								
Project Management		3,500	5,000					
Furniture / Fixtures / Equipment								
Contingency / Miscellaneous			45,000					
Other / Indirect								
Total Expenditures	$ 65,000	$ 262,460	$ 210,000	$ -	$ -	$ -	$ -	$ 537,460

Project Description:

New building to safely house Sheriff's Office assets (MRAP, MATV, Side by Sides, Boats, ATV's, etc.)



Project Need / Justification / Benefits:

To expland area and safely house HCSO assets.

List of Equipment (to be Purchased) from Furniture / Fixtures / Equipment Above:

Project Title: (Page 2 of 2) **Building for Sheriff's Office Shop "Kenilworth"**

REVENUE / FUNDING SCHEDULE

#1) County Funding:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
General Fund								
Tourism Tax								
Grants (Federal, State. And Local)								
Impact Fees								
1/2 Cent Sales Tax								
Infrastructure Surtax	65,000	262,460	210,000					
Gas Tax								
Communications Tax								
Other								
Total Funding:	65,000	262,460	210,000	-	-	-	-	$ 537,460

#2) Grant Funding:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
Federal Grants								
State Grants								
Other Grants								
Total Grant Funding:	-	-	-	-	-	-	-	$ -

#3) Other Outside Funding:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
Bank Loan / Debt								
Bond Proceeds								
Internal Financing								
Total Other Outside Funding:	-	-	-	-	-	-	-	$ -

#4) Revenue Enhancements:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
Total Revenue Enhancements:	-	-	-	-	-	-	-	$ -

Revenue Funding Summary:	PYs as of 9/30/2022	FY 22/23 Budgeted	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Beyond 5th
County Funding	65,000	262,460	210,000	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	
Other Outside Funding	-	-	-	-	-	-	-	
Revenue Enhancements	-	-	-	-	-	-	-	
Total Revenue Funding:	$ 65,000	$ 262,460	$ 210,000	$ -	$ -	$ -	$ -	$ 537,460

This section must be completed for all projects.
Please list future revenues and expenses of each project per year once fully operational.

Net Operational Impact:

A. Revenues Generated:		B. Expenses Incurred:				Net Impact
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-	
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-	
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-	
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-	
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)			-	$ -

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Nicholas Sawyer, Deputy County Administrator**
SUBJECT/TITLE:	**Request approval of the job description and pay grade for a Mechanic Shop Supervisor.**

STATEMENT OF ISSUE

For your consideration is a job description for Mechanic Shop Supervisor within the Road and Bridge Department. This position is a full revision (title, job functions, knowledge & skills) of the previously reassigned position of Mechanic III/Shop Foreman. The Mechanic III/Shop Foreman position included requirements that were pertinent to Emergency Vehicle Technician services and was designated to the repairs and maintenance of Highlands County Fire Rescue (HCFR) equipment and apparatus. The reassignment left a supervisory personnel void in the Road & Bridge Department. This effort is to reinstate that position which will not only support Road & Bridge, but also be responsible for directing all other County vehicular and equipment mechanical operations under the Mechanic Shop.

RECOMMENDED ACTION

Move to approve the job description and pay grade for a Mechanic Shop Supervisor.

FISCAL IMPACT

The fiscal impact of this position is estimated at $73,482 in salary and benefits already budgeted in Cost Center 4104/54100 for FY 23-24.

Attachments: Shop Supervisor (11.28.2023).pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

Job Title: Mechanic Shop Supervisor	**Division**: Road & Bridge	**Department:** Maint. Shop/Warehouse	**Cost Center:** 4104
Job Code: TBD	**Pay Grade**: 114	**Pay Band:** $53,237.89 - $79,856.83	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**: Update		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Road & Bridge Operations Supervisor Job Code 1043 Pay Grade 117

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Asp. Plant Op/Mech II 1085 / 110	Mechanic I 0960 / 105	
Mechanic II 0961 / 108	Mechanic Helper 0959 / 101	
Fleet Records Manager 1024 / 108		
Asphalt Plant Tech 1137 / 106		
Equip Operator III 0914 / 106		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled, technical position responsible for supervising and directing the operations of the mechanic shop and providing general repair and maintenance support services for Public Works Fleet and all other County equipment including automotive, heavy construction, and various miscellaneous equipment. Provides support to the Operations Supervisor.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Assures the County vehicle and equipment fleet are maintained in an acceptable condition for efficient and safe operation.
- Implement and monitor quality control and preventative maintenance programs.
- Determine and supervise the most economical and cost effective way to repair and maintain equipment.
- Coordinate work priorities through cooperation with other departments and personnel.
- Ability to use computer software to diagnose and troubleshoot automobiles and heavy construction equipment.
- Assists with repairs and overhauls on Commercial Motor Vehicles, bulldozers, graders, loaders and other heavy construction equipment.
- Provides assistance in rebuilding, repairing, and installing electrical automotive apparatus, voltage regulators and other special equipment.
- Provides assistance in utilizing the current work order system to maintain records and reports on county assets.
- Provides mechanical oversight to ensure the efficient operation of the asphalt plant
- Coordinates with the Public Safety Fleet mechanic on any correlating activities
- Coordinates with the Operations Supervisor on the acquisition and capital purchases of vehicles and equipment
- Serves as an operator for transport truck or fuel truck on an as needed basis.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Knowledge of the methods, materials, tools and standard practices of the automotive mechanic's trades.
• Knowledge of the occupational hazards and safety precautions of the trade.
• Knowledge of the operation and repair characteristics of a wide variety of public works equipment.
• Knowledge of automotive electrical systems.
• Ability to diagnose troubles in automotive and other public works equipment.
• Ability to understand and carry out oral and written instructions.
• Ability to follow automotive diagrams.
• Skill in the use of tools, machines and testing instruments of the trade.
• Ability to plan, assign, inspect and supervise the work of skilled and semi-skilled employees.
• Ability to coordinate with the Operations Supervisor on a preventative maintenance and equipment servicing program.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Occasionally works in outdoor weather conditions. Operates motor vehicle for up to eight (8) hours; of which four (4) may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Frequent exposure to moderately high noise levels. Frequently works indoor in an automotive repair shop. Potential exposure to chemicals associated with automotive exhaust and automotive repair in general.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from an accredited high school or possession of an acceptable equivalent diploma. Eight (8) years of automatic mechanic and heavy construction equipment experience.

Licenses, Certifications, or Registrations:

Must possess and maintain a Florida Commercial Driver's License (CDL), Class A with no restrictions. Must possess a H-HazMat and N-Tanker endorsement.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request approval ITB 23-023 between Associated Asphalt LLC and Highlands County for Asphalt Binder.**

STATEMENT OF ISSUE

Attached for your approval of ITB 23-023 between Associated Asphalt LLC and Highlands County for Asphalt Binder. Associated Asphalt LLC shall be responsible for furnishing Asphalt Binder to the County's requesting Department(s) the commodity or services on an "as needed basis". The term of the ITB shall be for an initial one (1) year from the date of the date of Recommendation for Award. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for three (3) one (1) year terms, at the same terms and conditions set forth in the ITB. A Price
Adjustment Clause was included in this solicitation. Pricing will be reviewed at the anniversary date thereafter. The ITB will include a thirty (30) day termination for convenience clause for termination by the County. The fiscal impact is an estimated $658,300.00 from Fund (420) CC4230 (Asphalt Plant) budget. This item is already allocated within the adopted FY 2023/2024 budget.

RECOMMENDED ACTION

Move to approve ITB 23-023 between Associated Asphalt LLC and Highlands County for Asphalt Binder.

FISCAL IMPACT

The fiscal impact is an estimated $658,300.00 from Fund (420) CC 4230 (Asphalt Plant) budget. This item is already allocated within the adopted FY 2023/2024 budget.

Attachments: ITB 23-023 Award.pdf
Signed Agreement.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
ITB 23-023-KSB
Asphalt Binder Materials
Bid Opening Date: 08/15/2023
date

	LOCAL VENDOR	TOTAL	*
Associated Asphalt Tampa, LLC	**N/A**	**$ 11,581,001.70**	

*** denotes corrective total**

Local Preference was not used to award this project.

Notice of Intent to Award was posted to Highlandsfl.gov at 3:30 PM on 09/06/2023

End of protest period: 4 P.M. on 9/11/2023

Term: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an initial one (1) year from October 1, 2023, through September 30, 2024. Prices will be subject to monthly price adjustments in accordance with FDOT Fuel & Bituminous Price Index and will be referenced in the applicable purchase order. FDOT's price index will provide the differential change to the bid price submitted. Upon mutual agreement of the parties, the contract may be renewed for three (3) one (1) year terms, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause was included in this solicitation. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

Recommendation:

Recommendation to award to: **Associated Asphalt Tampa, LLC**

the lowest responsive and responsible bidder.

Lori DeLoach Sep 18, 2023

Lori DeLoach, Purchasing Manager Date

Jonathan Harrison Sep 18, 2023

Jonathan Harrison Date

Recommendation approved by:

Laurie A. Hurner Sep 18, 2023

Laurie Hurner, County Administrator Date
or Designee.

23-023-Recommendation for Award

Final Audit Report 2023-09-18

Created:	2023-09-15
By:	Kelli Bronson (kbronson@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAski-8cmfUJHdlKoP86fNdrqkxBecZ2vX

"23-023-Recommendation for Award" History

Document created by Kelli Bronson (kbronson@highlandsfl.gov)
2023-09-15 - 6:12:06 PM GMT

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2023-09-18 - 12:27:12 PM GMT

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2023-09-18 - 4:54:53 PM GMT

Document e-signed by Laurie Hurner (lhurner@highlandsfl.gov)
Signature Date: 2023-09-18 - 4:55:07 PM GMT - Time Source: server

Agreement completed.
2023-09-18 - 4:55:07 PM GMT

Adobe Acrobat Sign

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
Purchasing Main Line: (863) 402-6500
Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst
Direct Line: (863) 402-6528
E-mail: purchase@highlandsfl.gov

INVITATION TO BID (ITB)
23-023-KSB
Asphalt Binder Materials

	Pre-Solicitation Meeting:	None
	Location:	N/A
	Request for Information Deadline:	Wednesday August 2, 2023, prior to 5:00 PM
	Submission Deadline:	**Tuesday, August 15, 2023, prior to 3:30 PM**

Advertisement Date: Saturday, July 15, 2023
Second Advertised Date: Saturday, July 22, 2023

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

INVITATION TO BID ("ITB")

The Board of County Commissioners ("Board"), Highlands County, a political subdivision of the State of Florida ("County") will receive sealed Bids in the Highlands County Purchasing Department ("Purchasing Department") for:

ITB NO. 23-023-KSB ASPHALT BINDER MATERIALS

Specifications may be obtained by downloading from our website http://www.HighlandsFL.gov or on http://www.VendorRegistry.com. Questions should be directed, in writing, to: Kelli Bronson, Purchasing Analyst, 600 S. Commerce Ave, Sebring, Florida 33870, E-mail: purchase@highlandsfl.gov.

A PRE-BID meeting will NOT be held for this Solicitation.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue, Sebring, FL 33870 to reach said office **no later than 3:30 P.M. TUESDAY, AUGUST 15, 2023,** at which time they will be opened. Responses may be submitted by one of the following methods:

☐**Electronic Submission** to the County website, www.highlandsfl.gov, which directs to the advertising mechanism www.vendorregistry.com, in one all-inclusive Adobe file of all documents. **Label the file "23-023- Bidder Name"**

OR

☐**Hard Copy Submission** in a sealed and marked package. Affix the supplied "Sealed Solicitation Label" with the name of the Proposer, Solicitation number, and Title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink) of the response, and electronic copy (thumb drive) containing **one all-inclusive ADOBE file** of the original response. **Label the file "23-023- Bidder Name"**

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

The public is invited to attend this meeting.

One or more County Commissioners may be in attendance at meetings.

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business Enterprises to include Women/Minority Business Bidder(s).

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

The County 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 the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@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, Highlands County, FL **www.Highlandsfl.gov**

-Remainder of page intentionally left blank-

1. GENERAL TERMS AND CONDITIONS

1.1. For purposes of this ITB, the following terms are defined as follows:
1.2. *Bidder* means the person or entity submitting a Bid in response to this ITB.
1.3. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
1.4. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
1.5. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located in the County's website at the following address: https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.

1.6. All Bids shall become the property of the County.

1.7. All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

1.8. Bids are due and must be received in accordance with the instructions provided in the Invitation to Bid.

1.9. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.

1.10. Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent or volunteer other than the individual listed on the cover of this ITB for additional information and clarification.

1.11. Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.

1.12. All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

1.13. Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

1.14. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any, and all Bids in whole or in part, with or without clause, and to accept that Bid, if any, which in its judgment will be in its best interest.

1.15. Award will be made to the bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any, and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.

1.16. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.

1.17. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.

1.18. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.

1.19. The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgements or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

1.20. If submitting Bids or Proposals for more than one ITB or Request for Proposals (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.

1.21. Each Bid is to contain proof of enrollment om E-Verify.

1.22. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

1.23. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than $10.00

1.24. Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.

1.25. Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.

1.26. The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.

1.27. The Bidder shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any, and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Bidder and its material suppliers.

1.28. Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.

1.29. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is Highlands County, Florida.

1.30. If any Bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.

1.31. ADDENDUMS: In this ITB the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, **www.Highlandfl.gov.** It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.

1.32. AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization

or corporation; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that the Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.

1.33. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.

1.34. MISUNDERSTANDINGS: The failure or mission of the Bidder to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Bidder of any obligation to perform as specified herein. The Bidder understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this ITB, or because of any lack of information.

1.35. ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.

1.36. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

1.37. REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) cut-off date stated on the cover of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

1.38. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work," unless otherwise specified.

1.39. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.

1.40. OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring or other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases, and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

1.41. ITB CONTACT INFORMATION: All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.

1.42. REQUEST FOR INFORMATION (RFI) CUT-OFF: All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

1.43. PURCHASE ORDER: The awarded Bidder(s) shall not proceed with any work until receipt of a County-issued purchase order and the approval of the County Project Manager.

1.44. INVOICE/COMPENSATION: Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion.

-End of Section-

2. THE COUNTY'S RESERVATION OF RIGHTS

2.1. This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any, or all, of the following rights and options with respect to this ITB:

2.2. To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).

2.3. To issue additional subsequent ITBs or RFPs.

2.4. To reject all incomplete/non-responsive Bids, or Bids with errors.

2.5. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.

2.6. The County also reserves the right to modify the Scope of Work to be performed.

2.7. The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.

2.8. If the County believes that collusion exists among Bidders, all Bids will be rejected.

2.9. In the event of a mathematical error, the unit price shall prevail.

2.10. Items marked as "Product Only", "No Substitution", or "Equivalent", etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.

2.11. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided: Rates and all other negotiated expenses will remain in effect throughout the duration of the award period.

2.12. This award does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.

2.13. Should the service not be available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the service is obtained.

2.14. Public Record 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 RECORDS CLERK: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

2.15. Consultant agrees to comply with public records laws, specifically to:

2.16. Keep and maintain public records required by the County to perform the services set forth herein.

2.17. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow 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.

2.18. 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 Consultant does not transfer the records to the County.

2.19. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

– Remainder of page intentionally left blank –

3. INSURANCE

3.1. Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

3.2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this ITB in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at $100,000.

3.3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3.4. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

3.5. Special Requirements / Evidence of Insurance: A copy of the Bidder's current certificate of insurance **is to** be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. **The formal insurance certificate shall also comply with the following:**

3.5.1. Certificate Holder: Highlands County Board of County Commissioners, 600 S. Commerce Ave, 2nd FL, Sebring, FL 34266

3.5.2. Additional Insured verbiage: "Highlands County, A Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall all be named as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability.

3.5.3. Notice of Cancellation: Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

3.5.4. Waiver of Subrogation: All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

3.6. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

3.7. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A-Excellent: FSC VII".

3.8. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

3.9. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

3.10. Renewal: In the event the insurance coverage expires prior to termination of the contract entered in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.

3.11. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Avenue, Sebring, Florida, 33870 or e-mailed to: purchasing@highlandfl.gov

-End of Section -

4. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

4.1. BASIS OF AWARD: The bid is to be awarded to the lowest responsive and responsible bidder based on the Grand Total as shown on the itemized Bid Submittal Form.

4.2. TERM. The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for **an initial one (1) year from October 1, 2023, through September 30, 2024**. Prices will be subject to monthly price adjustments in accordance with FDOT Fuel & Bituminous Price Index and will be referenced in the applicable purchase order. FDOT's price index will provide the differential change to the bid price submitted. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause was included in this solicitation. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

4.3. PURCHASE ORDERS. The County Purchasing Department will issue purchase orders for the materials needed during the contract period. A Bidder's submission of a bid in response to this ITB constitutes the Bidder's agreement to the terms and conditions of County purchase orders. Those terms and conditions are on the County's website at: https://www.highlandsfl.gov/departments/business_services/purchasing/index.php.

4.4. BILLING AND INVOICES

4.4.1. PAYMENT. Payments shall be provided on a per ton basis and delivered as per the bid price with adjustments set forth in bid form. Payment will be made within the requirements of the Florida Statutes Local Government Prompt Payment Act and the Highlands County Purchasing Manual, that has an effective date of June 21,2022, after receipt of a timely and complete invoice.

4.4.2. BILLING. Invoices received for payment without a purchase order and without signed delivery tickets will not be paid. Invoices must be received in a timely manner.

4.4.2.1. Material tonnage totals shall be supplied by Contractor to the Asphalt Plant within 3 days after completion of the project.

4.4.2.2. Delivery tickets shall be numbered in sequence and in triplicate sets so as to maintain an original and two (2) copies of each delivery.

4.4.2.3. All delivery tickets shall be signed by authorized employees of the County or their designee(s).

4.4.2.4. Copies of the triplicate sets of Delivery Tickets shall be distributed as follows:

4.4.2.5. Original shall be maintained at the scale house by the Contractor.

4.4.2.6. Copy #1 shall be delivered to the County's asphalt plant, located at 12700 Arbuckle Creek Road, or any other haul destination point designated by the County, and will be forwarded by the receiving department of the County's Board to the County's Finance Department, for back up documentation for processing payment requests.

4.4.2.7. Copy #2 shall be submitted by the Contractor with each invoice request for payment.

4.4.2.8. Each delivery ticket shall include the following information:

4.4.2.8.1 Purchase Order Number

4.4.2.8.2 Truck number

4.4.2.8.3 Date of delivery

4.4.2.8.4 Total number of tons delivered

4.5 Applicable Federal Excise Taxes shall not to be included in the bids submitted. Tax exemption certificates will be furnished in lieu of any taxes.

-END OF SECTION-

5 SCOPE OF WORK AND SPECIFICATIONS

5.1. Highlands County plans to produce approximately 60,000 tons of hot-mix asphalt products during the 23/24 and 24/25 fiscal years in anticipation of large projects requiring such products. The asphalt plant is located on landfill property at 12700 Arbuckle Creek Road, Sebring, FL 33870. The estimated quantity of asphalt binder is approximate. Actual purchases will vary based on the actual need of the County and available funding.

5.2. The selected Contractor shall supply the County with asphalt binder materials, in accordance with the specifications set forth by County, pursuant to purchase orders issued by the County. Materials shall be requested and delivered in tanker load quantities (with the exception of samples, as discussed in section 5.4 below.) Highlands County will use its best efforts to provide a written request to the Contractor for delivery of materials at least 24 hours prior to the date of the desired delivery.

5.3. Bid prices will be subject to monthly price adjustments in accordance with FDOT Fuel & Bituminous Price Index and will be referenced in the applicable purchase order. FDOT's price index will provide the differential change to the bid price submitted. (Example: If bids were based on February posted price index, then the March price would be adjusted by the difference between February and March posted index prices.)

5.4. Bidders shall provide copies of their FDOT product approvals, and the selected Contractor is required to remain on FDOT's approved list for the duration of this contract. Bidders and the selected Contractor may be required to provide a representative sample of their product in sufficient quantity for developing several mix designs. All samples shall be clearly marked with the following information:

5.4.1. Highland County Board of County Commissioners
5.4.2. Asphalt Type
5.4.3. Asphalt Source- Terminal and with FDOT #
5.4.4. Supplier, with full contact information for ordering more samples if necessary.
5.4.5. Typical properties - the properties should address all FDOT requirements.

5.5. The use of anti-stripping agent additive will be determined by the County's consultants who develop mix design formulas. Bidders shall provide pricing for both options pertaining to the use of anti-stripping agent additive described on the Bid Submittal Form.

6. VEHICLE REQUIREMENTS:

6.1. Contractor or the Contractor's subcontractor shall always have a minimum of six (6) trucks capable of asphalt delivery available, or the capability to deliver binder material equal to the capacity of six (6) trucks in one 24-hour period, to qualify for bidding. Documentation showing ownership or legal possession and authorization for use of trucks, sufficient to meet the requirement of this paragraph is to be submitted with the Bid.

6.2. All trucks and tractor/trailer rigs shall be numbered, and TARE weight must be visible on side of truck or trailer and may be weighed on County scales at no charge.

6.3. Highlands County shall be responsible for maintaining access haul roads and unloading sites on county property in order to insure adequate accessibility.

6.4. In performing work under these specifications, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

6.5. Any overload, moving violations or any other legal violations shall be the responsibility of the Contractor.

6.6. The County shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the Board or its employees as a result of, or incident to, performance of this bid.

-END OF SECTION-

7. **HIGHLANDS COUNTY FORMS**
Documentation included with Bid submittal package.

Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non- responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder's responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS	**No**	**Yes**
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each "23-023 Bidder Name"		X
Drug-Free Workplace Certification, F.S. 287.087		X
Public Entity Crimes Sworn Statement, F.S. 287.133		X
Discrimination Certification, F.S. 287.134		X
Scrutinized Companies Certification, F.S. 287.135		X
E Verify Certification		X
Local Preference Affidavit of Eligibility		X
Price Adjustment Form		X
MISCELLANEOUS DOCUMENTATION		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number	X	
Acord Insurance Form (sample copy of Certificate of Insurance-COI)		X
Women / Minority Business Enterprise Certification (Mark with an "x" if not applicable)	X	
HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each "23-023 Bidder Name" OR ELECTRONIC: Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each "23-023 Bidder Name"		X
Vehicle Requirement Information		X
Statement of "No Bid" Due prior to submission due date and time		X
Sealed Submission Label (affix to outside of submittal package)	X	

-Remainder of page intentionally left blank-

BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870

SOLICITATION IDENTIFICATION: **ITB 23-023-KSB**

SOLICITATION NAME: **Asphalt Binder Materials**

SUBMITTED BY:

Associated Asphalt Tampa LLC
Bidder's Name

Matt Groh, Sales & Technical Manager
Bidder's Authorized Representative's Name and Title

5201 Causeway Blvd
Bidder's Address 1

Tampa FL 33619
Bidder's Address 2

Matt Groh, Sales & Technical Manager
Contact's Name and Title (Print)

mgroh@associatedasphalt.com
Contact's E-mail Address

813-295-3551
Contact's Phone Number

02-393-8426
Dun's Number

26-023-2371
Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

[ ]	Individual	[ ]	Partnership	[ ]	Corporation
[X]	Limited Liability Company			[ ]	Joint Venture*

***Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)**

1. **ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:**
   - **It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.**
   - **Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):**

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
1	8/17/2023	2	8/21/2023	3	8/28/2023		

Bid Submittal Form Page 2

- PRICING:

The undersigned agrees to provide the items listed below in compliance with the current FDOT Standard Specifications for Road and Bridge Construction at the prices listed, as adjusted monthly by the FDOT Fuel and Bituminous Price Index:

Item #	Description	Unit of Measure (UOM)	Quantity	Price per UOM	Extended Price
FDOT Description: Item 916-1.1 Asphalt Binder PG 67-22					
1	w/ 0.50% Anti-Strip	GL	524,476	$2.79574	$1,466,298.53
2	w/ 0.50% Anti-Slip	TN	2,250	$657.00	$1,478,250.00
3	w/o Anti-Strip	GL	524,476	$2.68085	$1,406,041.48
4	w/o Anti Strip	TN	2,250	$630.00	$1,417,500.00
FDOT Description: Item 916-1.1 Asphalt Binder PG 58-22					
5	w/ 0.50% Anti-Strip	GL	524,476	$2.81702	$1,477,459.38
6	w/ 0.50% Anti-Slip	TN	2,250	$662.00	$1,489,500.00
7	w/o Anti-Strip	GL	524,476	$2.70213	$1,417,202.33
8	w/o Anti Strip	TN	2,250	$635.00	$1,428,750.00
Grand Total (add lines 1-8 written numerically) (for bidding purposes)					$ 11,581,001.70
Grand Total (written in words)		Eleven Million five hundred eighty one thousand one and 70 cents			
Values are based off August 2023 FDOT Unmodified Binders PG 67& lower					

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON: 8/31 20 23

COMPANY: Associated Asphalt Tampa LLC

SIGNATURE: _____ (Seal)

Bidder's Authorized Representative

PRINTED NAME: Matt Groh

TITLE: Sales & Technical Manager

ADDRESS: 5201 Causeway Blvd

CITY/STATE/ZIP Tampa FL 33619

PHONE NUMBER: 813-295-3551

EMAIL: mgroh@associatedasphalt.com

DRUG FREE WORKPLACE **Florida Statute 287.087**

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Matt Groh, Sales & Technical Manager

[Print individual's name and title]

Associated Asphalt Tampa LLC a Virginia limited liability company

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 5201 Causeway Blvd, Tampa FL 33619 and

whose Federal Employer Identification Number (FEIN) is 26-0232371 (hereinafter

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Matt Groh Date: 8/31/2023

STATE OF Florida
COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 31st day of August, 2023 by MATT GROH, as Sales and Technical Mgr, the duly authorized officer of Associated Asphalt Tampa, LLC, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Denise L Cumba

Print Name: Denise L Cumba

(AFFIX NOTARY SEAL)

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida

Commission No. HH 295613

My Commission Expires: 9-8-26

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA Florida }

COUNTY OF Hillsborough }

Before me, the undersigned authority, personally appeared Matt Groh who, being by me first duly sworn, made the following statement:

1. The business address of Associated Asphalt Tampa LLC (name of bidder or contractor), is 5201 Causeway Blvd Tampa FL 33619.

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

PUBLIC ENTITY CRIMES (page 2 of 2) **Florida Statute 287.133**

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: Matt Groh

Print Title: Sales & Technical Manager

On 8 day of 31 20 23.

STATE OF Florida

COUNTY OF Hillsborough

Sworn and subscribed before me in the State and County first mentioned above on the 31st day of August, 2023.

Signature: _____

Print Name: Denise L Cumba

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Commission No. HH 295613

My Commission Expires: 9.8.26

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

NONDISCRIMINATION CERTIFICATION **Florida Statute 287.134**

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS by Matt Groh, Sales & Technical Manager
[Print individual's name and title]

for Associated Asphalt Tampa LLC a Virginia limited liability company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 5201 Causeway Blvd Tampa FL 33619 and

whose Federal Employer Identification Number (FEIN) is 26-0232371 (hereinafter referred to as "Bidder")

2 CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Matt Groh Date: 8/31/2023

STATE OF Florida
COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 31st day of August, 2023, by Matt Groh, as Sales+Tech Mgr., the duly authorized officer of Associated Asphalt Tampa, LLC on its behalf, who is either personally known to me [ ] or has produced ___ as identification [ ].

Signature: Denise L Cumba
Print Name: Denise L Cumba
Notary Public, State of Florida
Commission No. HH 295619
My Commission Expires: 9.8.26

(AFFIX NOTARY SEAL)

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS by Matt Groh, Sales & Technical Manager
[Print individual's name and title]
for Associated Asphalt Tampa LLC a Virginia limited liability company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
whose business address is 5201 Causeway Blvd Tampa FL 33619 and
whose Federal Employer Identification Number (FEIN) is 26-0232371 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Matt Groh

STATE OF Florida

COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 31st day of August, 2023, by MATT Groh, as Sales & Technical Manager, the duly authorized officer of Associated Asphalt Tampa, LLC, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

Print Name: Denise L. Cumba

Notary Public, State of Florida
Commission No. HH 295613

My Commission Expires: 9.8.26

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Matt Groh, Sales & Technical Manager
[Print individual's name and title]

for Associated Asphalt Tampa LLC a Virginia limited liability company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 5201 Causeway Blvd Tampa FL 33619 and

whose Federal Employer Identification Number (FEIN) is 26-0232371 (hereinafter referred to as "Bidder")

2. CERTIFICATION
Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ and unauthorized alien.

Bidder's E-verify Company ID #: 390908

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Matt Groh Date: 8/31/2023

STATE OF Florida

COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 31st day of August, 2023, by Matt Groh, as Sales & Technical Manager the duly authorized officer of Associated Asphalt Tampa, LLC, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

Signature: _____

Print Name: Denise L Cumba

Notary Public, State of Florida

LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Matt Groh, Sales & technical Manager
[Print individual's name and title]

for Associated Asphalt Tampa LLC
[Print name of Company/Individual submitting sworn statement]

Whose business address is 5201 Causeway Blvd Tampa FL 33619

(If applicable) its Federal Employer Identification Number (FEIN) is 26-0232371

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO X

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO X

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO X

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

8/31/2023
[Signature and Date]

STATE OF Florida **, COUNTY OF** Hillsborough

Subscribed and sworn before me, the undersigned notary public on this 31st day of Aug, 2023

Denise L Cumba
NOTARY PUBLIC

SEAL

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

9/8/26
Commission Expiration Date

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **may be adjusted monthly by the FDOT Fuel and Bituminous Price Index**. Pricing will be reviewed at the monthly thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the FDOT Fuel Bituminous Price Index, CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME Associated Asphalt Tampa LLC

ADDRESS 5201 Causeway Blvd Tampa FL 33619

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Matt Groh DATE 8/31/2023

STATEMENT OF NO BID

We, the undersigned, have declined to bid.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only.

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or services.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirements.

_____ Specifications unclear (explain how)

_____ Unable to meet Insurance requirements.

_____ Remove us from your "Bidders List" altogether.

Other (Specify below)

Remarks: _____

_____

_____

Company Name:

Signature:

Telephone:

E-Mail:

Date:

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.
Labeling not required for electronically submitted bids that are uploaded into Vendor Registry.

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "SEALED BID/PROPOSAL."

Deliver to: Highlands County Purchasing Department
600 S. Commerce Avenue, 2nd Floor
Sebring, Florida, 33870

Contact Information: Kelli Bronson, Purchasing Analyst
(863) 402-6528



PLEASE PRINT CLEARLY:

SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •

SOLICITATION NO.: **ITB 23-023-KSB**

SOLICITATION TITLE: **"ASPHALT BINDER MATERIALS"**

DATE DUE: **Tuesday, August 15, 2023**

TIME DUE: Prior to: 3:30 PM

SUBMITTED BY:_____
(Name of Company)

_____ _____
e-mail address Telephone

DELIVER TO: Highlands County Board of County Commissioners Attn:
Purchasing Department, 2nd Floor
600 South Commerce Avenue
Sebring, Florida 33870

Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**

August 31, 2023

Re: Letter of Authorization to Highlands County, FL

Dear Sir or Madam,

Please allow this letter to confirm and certify the following:

1. Associated Asphalt Transport, LLC is authorized to do business in Florida and owns and maintains a fleet of vehicles in Florida.

2. Associated Asphalt Tampa, LLC is authorized to use vehicles owned by Associated Asphalt Transport, LLC in furtherance of the performance of contracts between Associated Asphalt Tampa, LLC and Highlands County, Florida.

3. Associated Asphalt Tampa, LLC and Associated Asphalt Transport, LLC agree to comply with the following requirement, if the bid is awarded to Associated Asphalt Tampa, LLC:

> *6.1. Contractor or the Contractor's subcontractor shall always have a minimum of six (6) trucks capable of asphalt delivery available, or the capability to deliver binder material equal to the capacity of six (6) trucks in one 24-hour period, to qualify for bidding. Documentation showing ownership or legal possession and authorization for use of trucks, sufficient to meet the requirement of this paragraph is to be submitted with the Bid.*

Please feel free to contact me at 540-904-0658 or dcohan@associatedasphalt.com if you have any questions.

Sincerely,

David N. Cohan,
General Counsel

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/30/2023

DATE (MM/DD/YYYY) 2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** XL Specialty Insurance Company — 37885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED 1504798 Blue Ridge Asphalt II Holdings, LLC and Subsidiaries 110 Franklin Road SE, Suite 900 Roanoke VA 24011	

COVERAGES **CERTIFICATE NUMBER:** 19311822 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	41GPP1033403	11/30/2022	11/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	41CAB1033503	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	US00068754LI22A	11/30/2022	11/30/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	41WCI1033203	11/30/2022	11/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19311822
Highlands County Board of County Commissioners
4344 George Blvd
Sebring FL 33875

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

The General Liability, Auto Liability, Workers' Compensation, and Lead Umbrella Liability policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

The General Liability, Auto Liability, and Lead Umbrella Liability policies contain a special endorsement with "primary and non-contributory" wording.

The General Liability, Auto Liability, and Workers' Compensation/ Employer's Liability policies include a blanket notice of cancellation to certificate holders endorsement. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation

Attachment Code: D572035 Master ID: 1504798, Certificate ID: 19311822

Blue Ridge Asphalt II Holdings, LLC Schedule of Named Insureds

Blue Ridge Asphalt II, LLC
Road Holdings III, L.L.C.
Associated Asphalt, Inc.
Associated Asphalt Partners, LLC
Associated Asphalt Distribution, LLC
Associated Asphalt Equipment, LLC
Associated Asphalt Transport, LLC
Associated Asphalt Roanoke, LLC
Associated Asphalt Inman, LLC
Associated Asphalt Salisbury, LLC
Associated Asphalt Greensboro, LLC
Associated Asphalt Martinsburg, LLC
Associated Asphalt Tampa, LLC
Associated Asphalt Bristol, LLC
Associated Asphalt Charlotte, LLC
Associated Asphalt Gainesville, LLC
Associated Asphalt Columbia, LLC
Associated Asphalt Conley, LLC
Associated Asphalt Lake City, LLC
AA Distribution-Columbia, LLC
Associated Asphalt Savannah, LLC
Associated Asphalt Hopewell, LLC
Associated Asphalt Winston-Salem, LLC
Associated Asphalt Marketing, LLC
AA Properties-Roanoke, LLC

AA Properties-Inman, LLC
AA Properties-Salisbury LLC
AA Properties-Greensboro, LLC
AA Properties-Martinsburg, LLC
AA Properties-Tampa, LLC
AA Properties-Port of Tampa, LLC
AA Properties-Bristol, LLC
AA Properties-Pineville, LLC
AA Properties-Gainesville, LLC
AA Properties-Conley, LLC
AA Properties-Richland County, LLC
AA Properties-Commerce Tuller, LLC
AA Properties-Edisto, LLC
AA Properties-Hopewell, LLC
Bituminous Technologies, LLC
ASSOCIATED ASPHALT BT, LLC
ASSOCIATED ASPHALT CPI, LLC
ASSOCIATED ASPHALT EP, LLC
ASSOCIATED ASPHALT KMP, LLC
ASSOCIATED ASPHALT KMR, LLC
ASSOCIATED ASPHALT KMW, LLC
ASSOCIATED ASPHALT NS, LLC
ASSOCIATED ASPHALT TM, LLC

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Associated Asphalt Tampa, LLC, 5201 Causeway Boulevard, Tampa, Florida 33619, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Asphalt Binder Materials, pursuant to the COUNTY's Purchasing Policy and ITB-23-023-KSB; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-023-KSB; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and responsive bid;

NOW THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for an initial period of one (1) year beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for three (3) additional periods of one (1) year each.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder.. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other

items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

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

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

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

SECTION 10. INSURANCE.

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

1. AUTOMOBILE:
   a. Combined Single Limit: $1,000,000 per accident,

      OR

   b. Bodily Injury: $1,000,000 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 CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
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. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

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

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

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation,

indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

CUSTODIAN OF PUBLIC RECORDS:

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the

provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attention: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Associated Asphalt Tampa, LLC.

5201 Causeway Blvd.
Tampa, Florida 33619
mgroh@associatedasphalt.com

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The COUNTY expressly retains 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 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 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly

hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 36. ELECTRONIC SIGNATURES.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 37. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation 23-020-KSB. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: Matthew Groh

Print: Matthew Groh

Title: Sales & Technical Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization of Matthew Groh, as Sales & Technical MGR, of Associated Asphalt Tampa, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 2nd day of November, 2023.

(stamp)

Denise L Cumba
NOTARY PUBLIC, State of Florida

DENISE L. CUMBA
Notary Public - State of Florida
Commission # HH 295613
My Comm. Expires Sep 8, 2026
Bonded through National Notary Assn.

Exhibit "A"
Scope of Services

Highlands County plans to produce approximately 60,000 tons of hot-mix asphalt products during the 23/24 and 24/25 fiscal years at its asphalt plant located on landfill property at 12700 Arbuckle Creek Road, Sebring, FL 33870. The estimated quantity of asphalt binder is approximate. Actual purchases will vary based on the actual need of the County and available funding.

1. The Contractor shall supply the County with asphalt binder materials, in accordance with the specifications set forth by County, pursuant to purchase orders issued by the County. Materials shall be requested and delivered in tanker load quantities (with the exception of samples, as set forth in paragraph 2 below). Highlands County will use its best efforts to provide a written request to the Contractor for delivery of materials at least 24 hours prior to the date of the desired delivery. Contractor is required to remain on FDOT's approved list for the duration of this Agreement.

2. Contractor may be required to provide a representative sample of their product in sufficient quantity for developing several mix designs. All samples shall be clearly marked with the following information:

   i. Highland County Board of County Commissioners
   ii. Asphalt Type
   iii. Asphalt Source- Terminal and with FDOT #
   iv. Supplier, with full contact information for ordering more samples if necessary
   v. Typical properties - the properties should address all FDOT requirements

   The use of anti-stripping agent additive will be determined by the County.

VEHICLE REQUIREMENTS:

1. Contractor or the Contractor's subcontractor shall always have a minimum of six (6) trucks capable of asphalt delivery available, or the capability to deliver binder material equal to the capacity of six (6) trucks in one 24-hour period.

2. All trucks and tractor/trailer rigs shall be numbered, and TARE weight must be visible on side of truck or trailer and may be weighed on County scales at no charge.

3. Any overload, moving violations or any other legal violations shall be the responsibility of the Contractor.

Exhibit "B"

Compensation

- PRICING:

The undersigned agrees to provide the items listed below in compliance with the current FDOT Standard Specifications for Road and Bridge Construction at the prices listed, as adjusted monthly by the FDOT Fuel and Bituminous Price Index:

Item #	Description	Unit of Measure (UOM)	Quantity	Price per UOM	Extended Price
FDOT Description: Item 916-1.1 Asphalt Binder PG 67-22					
1	w/ 0.50% Anti-Strip	GL	524,476	$2.79574	$1,466,298.53
2	w/ 0.50% Anti-Slip	TN	2,250	$657.00	$1,478,250.00
3	w/o Anti-Strip	GL	524,476	$2.68085	$1,406,041.48
4	w/o Anti Strip	TN	2,250	$630.00	$1,417,500.00
FDOT Description: Item 916-1.1 Asphalt Binder PG 58-22					
5	w/ 0.50% Anti-Strip	GL	524,476	$2.81702	$1,477,459.38
6	w/ 0.50% Anti-Slip	TN	2,250	$662.00	$1,489,500.00
7	w/o Anti-Strip	GL	524,476	$2.70213	$1,417,202.33
8	w/o Anti Strip	TN	2,250	$635.00	$1,428,750.00
Grand Total (add lines 1-8 written numerically) (for bidding purposes)					$ 11,581,001.70
Grand Total (written in words)		Eleven Million five hundred eighty one thousand one and 70 cents			
Values are based off August 2023 FDOT Unmodified Binders PG 67& lower					

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **James Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to Approve an Encroachment Agreement for 112 Lincoln Rd NW**

STATEMENT OF ISSUE

Attached for your review and consideration is an Encroachment Agreement between Highlands County, Roy Schaffer, and Donna Schaffer. Mr. & Mrs. Schaffer applied for a Vacation of Easement Preliminary Review to vacate a portion of an easement because a portion of their pool is encroaching into the easement, and they want to build a pool cage around the pool which will encroach further into the easement. During the Preliminary Review, it was determined that the request to vacate the drainage easement could not be supported due to the current drainage concerns in this area. The County Engineer and Director of Critical Infrastructure worked with Mr. & Mrs. Schaffer, and the County Attorney to come up with this alternative solution. This Agreement allows the encroachment to remain until such time as the same is removed, destroyed by a force majeure event or through any other occurrence. In such an event, this Agreement shall automatically terminate.

RECOMMENDED ACTION

Move to approve an Encroachment Agreement for 112 Lincoln Rd NW.

FISCAL IMPACT

No Fiscal Impact.

Attachments: Encroachment Agreement Signed - 112 Lincoln Rd NW 11.07.2023.pdf

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Sherry G. Sutphen, Highlands County Attorney
600 S. Commerce Avenue
Sebring, Florida 33870

Property Appraisers Parcel
ID Number C-11-37-29-060-0000-0080

JPL
44.00
5.00

ENCROACHMENT AGREEMENT

THIS INDENTURE, made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as "COUNTY" and, Roy A. and Donna G. Schaffer, 112 Lincoln Road NW, Lake Placid, FL 33852, hereinafter referred to collectively as the "OWNER".

WHEREAS, OWNER is the fee simple owner of that real property located at 112 Lincoln Road NW, Lake Placid, Florida 33852, identified by the Highlands County Property Appraiser through Parcel ID Number C-14-37-29-112-2160-0070, herein referred to as the "Property", which is encumbered by a 20 foot wide drainage easement along the rear of the Property, in favor of the COUNTY, hereinafter referred to as the "Easement"; and

WHEREAS, the OWNER's pool located on the Property encroaches into the Easement; and

WHEREAS, the OWNER is seeking to construct an enclosure over the pool which will further encroach into the Easement.

NOW THEREFORE, in consideration of the sum of Ten Dollars and no/100 ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and hereby incorporated herein by this reference.

2. The COUNTY hereby accepts the encroachment in the Easement, as shown on the survey attached hereto as **Exhibit "A"**, hereinafter referred to as the "Encroachment".

3. The Encroachment may exist in the Easement until such time as the same is removed, destroyed by a force majeure event or through any other occurrence. In such an event, this Agreement shall automatically terminate.

4. Except to the extent authorized above, the OWNER agrees that the Encroachment exists at its own risk and is subject to the superior rights of the COUNTY in and to the Easement.

5. The OWNER understands and acknowledges that it shall have the responsibility to maintain the Encroachment and the area around the Encroachment; however, shall not under any circumstance impede the COUNTY's use and enjoyment of the Easement, except to the extent as authorized above.

6. The OWNER agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the Encroachment and this Agreement, caused by the acts and/or omissions of the OWNER, or any of its visitors, invitees, contractors, agents, or the like. The OWNER 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 OWNER, or any of its visitors, invitees, contractors, agents, or the like through and including any appeals in any way related to the Encroachment and this Agreement. The OWNER waives any and all right or opportunity to contest the enforceability of this Paragraph and agrees that in the event this Paragraph, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

7. The OWNER shall maintain insurance on the structure encroaching on Easement which shall recognize the above required Indemnification and Highlands County for as long as the structure remains encroaching on the Easement.

8. Upon the voluntary removal of the Encroachment, the OWNER shall forever release its rights under this Encroachment Agreement and same shall terminate automatically.

9. All benefits and burdens created herein, are covenants running with the land, binding upon and inuring to the benefit of the parties and their respective heirs, assigns or successors in interest and title. In the event the Property is transferred to a new owner, said new owner knowingly takes ownership of the Property subject to the terms and conditions of this Agreement and shall be considered as the OWNER for all purposes set forth herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

HIGHLANDS COUNTY

_____
Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

OWNER:

Roy A Schaffer
Roy A. Schaffer

WITNESSES:

Jim Lipscomb
Print: Jim Lipscomb

Pamela Gamez
Print: Pamela Gamez

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November 2023, by Roy A. Schaffer, who is personally known to me or who produced Driver License as identification and who did/did not take an oath.

(stamp) James P Lipscomb
Notary Public
State of Florida
Comm# HH023976
Expires 8/2/2024

James P Lipscomb
NOTARY PUBLIC, State of Florida

OWNER:

Donna G. Schaffer
Donna G. Schaffer

WITNESSES:

Print: Jim Lipscomb

Print: Pamela Gamez

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November 2023, by Donna G. Schaffer, who is personally known to me or who produced Driver License as identification and who did/did not take an oath.

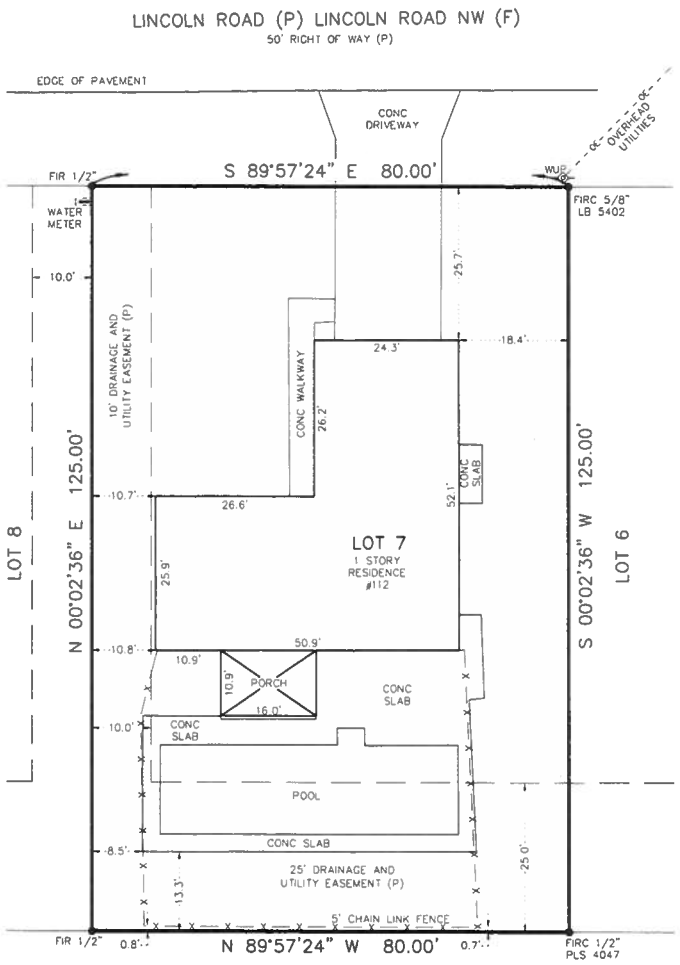
(stamp)

NOTARY PUBLIC, State of Florida

James P Lipscomb
Notary Public
State of Florida
Comm# HH023976
Expires 8/2/2024

BOUNDARY SURVEY

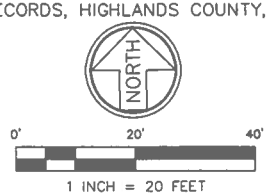
LOT 7, BLOCK 216
A REVISION OF A RESUBDIVISION
OF A PORTION OF PLACID LAKES SECTION ELEVEN
PLAT BOOK 8 PAGE 77
PUBLIC RECORDS, HIGHLANDS COUNTY, FLORIDA



PLACID LAKES SECTION 19
PB 9, PG 14
LOT 3, BLOCK 90

ABBREVIATION LEGEND

AC	=	AIR CONDITIONER
C	=	CALCULATED
CONC	=	CONCRETE
℄	=	CENTERLINE
D	=	DEED OR DESCRIPTION
F	=	FIELD INFORMATION OR MEASUREMENT
FCM	=	FOUND CONCRETE MONUMENT
FIR	=	FOUND IRON ROD NO ID
FIP	=	FOUND IRON PIPE
FIRC	=	FOUND IRON ROD AND CAP
FND	=	FOUND NAIL AND DISK
FPKND	=	FOUND "PK" NAIL AND DISK
MES	=	MITRED END SECTION
ORB	=	OFFICIAL RECORDS BOOK
O/A	=	OVERALL
P	=	PLATTED INFORMATION OR DIMENSION
PG	=	PAGE
PKND	=	"PK" NAIL AND DISK
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POL	=	POINT ON LINE
SIRC	=	SET IRON ROD AND CAP "LB 8174 SGIS INC"
SND	=	SET NAIL DISK
WUP	=	WOOD UTILITY POLE



1 INCH = 20 FEET

SURVEYOR'S NOTES
1.) THE BEARINGS SHOWN HEREON ARE BASED ON NORTH LOT LINE BEING S 89°57'24" E, PER PLAT.
2.) ONLY VISIBLE, ABOVE GROUND IMPROVEMENTS ARE SHOWN UPON THIS MAP. UNDERGROUND FOUNDATIONS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED EXCEPT AS SHOWN.
3.) ALL DIMENSIONS WERE FIELD MEASURED UNLESS OTHER WISE NOTED. UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
4.) PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS AS THE SCALE OF THIS SURVEY CAN CHANGE WITH REPRODUCTION.
5.) DATE OF SURVEY: OCTOBER 16, 2023
6.) STREET ADDRESS: 112 LINCOLN RD NW, LAKE PLACID, FL
7.) SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON.
8.) SURVEY PROJECT NUMBER: 2023825
9.) THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
10.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY MAY ALSO BE SIGNED WITH AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR PER CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
11.) THIS SURVEY IS CERTIFIED TO:
DONNA SCHAFFER

FLOOD NOTE:
PROPERTY LIES IN FLOOD ZONE UNSHADED "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12055C0369C, WITH AN EFFECTIVE DATE OF NOVEMBER 18, 2015.

SGIS, INC.
SURVEYING MAPPING GIS
LICENSED BUSINESS NO. 8174
4479 US 27 S.
SEBRING, FL 33870
863.402.1619
kds06a@gmail.com

KYLE D. STIVENDER
FLORIDA LICENSE NO.7380

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 28, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-22 for Budget Amendment 23-24-018 to increase the Sheriff's FY23/24 adopted budget.**

STATEMENT OF ISSUE

This budget amendment is necessary to increase the Sheriff's FY23/24 adopted budget primarily to assist with payments for the five-year contractual agreement for the Body Worn Cameras and a small portion for vehicles ($23,513) that were ordered but did not come in prior to September 30, 2023, of which $156,445.15 will be set up in Project 23025 to roll into FY24/25.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-22 for Budget Amendment 23-24-018 to increase the Sheriff's FY23/24 adopted budget.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $423,156.88 which is being appropriated from Fund Balance Brought Forward that was a portion of excess funds returned by the Sheriff from FY22/23 in cost centers 3101 Sheriff-005 ($257,376.73), 3323 Detention & Correction ($9,335.00), and 3327 Law Enforcement Other ($156,445.15).

Attachments: 23-24-018 Proj 23026 FY23 Return Funds_Body-Worn Cameras Admin Agreement (BA).pdf
23-24-018R Proj 23026 FY23 Return Funds_Body-Worn Cameras Admin Agreement (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 09, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/8/2023** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101, 3323, 3327**

PROJECT(S) #: **23025** PROJECT TITLE(S): **Body-worn Cameras** COST CENTER TITLE(S): **Sheriff-005, Detention & Correction, Law Enforcement Other**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100	Fund Bal Brought Forward		4,233,920.00	423,156.88		4,657,076.88
E	005	3101	56001	Capital Outlay Elected Official		29,500.00	257,376.73		286,876.73
E	005	3323	56001	Capital Outlay Elected Official		0.00	9,335.00		9,335.00
E	005	3327	56001Z	Capital Outlay Elected Official	23025	0.00	156,445.15		156,445.15
									0.00
									0.00

REASON: **To increase the Sheriff's FY23-24 budget in the amount of $423,156.88 to assist with the payments for the Body Worn Cameras Contractual Agreement, with a small portion ($23,513) for vehicles that were ordered but did not come in prior to September 30, 2023.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-018

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-22

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-018 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET 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, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-018 is hereby approved and authorized to set up and appropriate funds to increase the Sheriff's FY23/24 adopted budget in the amount of $266,711.73 and set a side $156,445.15 in Project 23025 to roll into FY24/25 for a net fiscal impact to FY22-23 in the amount of $423,156.88.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 28th day of November 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
,Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 28, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request to Adopt Resolution 23-24-18 for Budget Amendment 22-23-155 to realign Sheriff budgets for yearend cleanup within General and E911 Program Funds.**

STATEMENT OF ISSUE

Budget amendment 22-23-155 is necessary to realign the Sheriff's budgets for FY22/23 on the Board side to align with the budget on the Sheriff's books.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-18 for Budget Amendment 22-23-155 to realign the Sheriff's budgets for yearend cleanup within General and E911 Program Funds.

FISCAL IMPACT

There is no net fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost centers 3101 (Sheriff), 3323 (Detention and Correction), and 3998 (E911 Program) as required by Florida Statutes.

Attachments: 22-23-155 Sheriff Final FYE Realignment Budget to Actual (BA).pdf
22-23-155R Sheriff Final FYE Realignment Budget to Actual (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 06, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/2/2023** SUBMITTED BY: **Sheriff**

FUND(S): **005, 122** FUND TITLE(S): **General, E911 Program** COST CENTER(S) #: **3101, 3323, 3998**

PROJECT(S) #: **22015, 22014, 22017, 22067** PROJECT TITLE(S): **Env Law Enf Prog 22-23, College Resource Deputy Program 22-23, SRO Program 22-23, JAGC FY 22-23** COST CENTER TITLE(S): **Sheriff-005, Detention and Correction, E911 Program**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3810000Z	Project Interfund Transfer	22015	114,396.00		1,874.88	112,521.12
E	005	3101	51001Z	Project Personal Services	22015	103,810.00		1,874.88	101,935.12
R	005		3999100	Fund Bal Brought Forward		2,914,299.15	1,874.88		2,916,174.03
E	005	3101	51001	Personal Services Elected Official		17,988,981.52		1,169,800.49	16,819,181.03
E	005	3101	53001	Operating Expense-Elected Official		3,564,922.00	553,984.84		4,118,906.84
E	005	3101	56001	Capital Outlay Elected Official		536,649.59	725,281.71		1,261,931.30
E	005	3323	51001	Personal Services Elected Official		11,030,934.00		290,127.30	10,740,806.70
E	005	3323	53001	Operating Expense-Elected Official		2,507,689.34	89,093.79		2,596,783.13
E	005	3323	56001	Capital Outlay Elected Official		59,212.66	93,442.33		152,654.99

REASON: **Final fiscal-year-end realignment of budget to actual.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **22-23-155**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-155

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001Z	Project Personal Services	22014	51,797.00		95.00	51,702.00
E	005	3101	53001Z	Project Operating Expense	22014	4,365.00	95.00		4,460.00
									-
E	005	3101	51001Z	Project Personal Services	22017	887,162.00		5,353.17	881,808.83
E	005	3101	53001Z	Project Operating Expense	22017	49,852.00	5,353.17		55,205.17
									-
E	005	3101	53001Z	Project Operating Expense	22067	1,340.00	1.00		1,341.00
E	005	3101	56001Z	Project Capital Outlay	22067	56,490.00		1.00	56,489.00
									-
E	122	3998	51001	Personal Services Elected Official		948,006.00		1,523.00	946,483.00
E	122	3998	53001	Operating Expense Elected Official		364,858.00	1,523.00		366,381.00
									-
									-
									-
									-
									-

Form Revised 10/11/2010

RESOLUTION NO. 23-24-18

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-155 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET 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, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-155 is hereby approved and authorized to realign the Sheriff budget for yearend cleanup to align with the budget on the Sheriff's books within the General Fund with a net Fiscal Impact of $0.00.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, 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 upon adoption.

PASSED AND ADOPTED this 28th day of November, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

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 November 9, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
	Update to Administrative Code regarding confirmation of upper management positions	
	HL Bishop Park commercial water vessel RFLOI	
	Resolution authorizing County Administrator/Chairman to issue certain letters of support and grant applications	
	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 28, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to November 7, 2023, to November 27, 2023

Attachments: