

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, December 05, 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

The Healthy Families Highlands Advisory Board Subcommittee of Childrens Services Council will meet on Tuesday, December 5, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Highlands County Board of County Commissioners will hold a Special Workshop meeting for the purpose of discussing mobile homes, on Tuesday, December 5, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority/Economic Development Commission will hold a general body meeting on Wednesday, Wednesday, December 6, 2023, at 7:30 a.m., in the Sebring Airport Conference room, 128 Authority Lane, Sebring

A Code Enforcement Special Magistrate Hearing will be held on Wednesday, December 6, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Auditor Selection Committee of the Highlands County Hospital District will be held on Thursday, December 7, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Board of Commissioners of the Highlands County Hospital District will meet on Thursday, December 7, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will meet on December 7, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, December 12, 2023, at 3:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Children’s Services Council will hold a general body meeting on Wednesday, December 13, 2023, at 8:30 a.m., at the Children’s Advocacy Center, 1968 Sebring Parkway, Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Presentation of Employee of the Quarter for the 3rd Quarter of 2023*
Laurie Hurner, County Administrator
Nick Sawyer, Assistant County Administrator Chief of Staff
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
[Mari Pillay Human Resources Specialist.docx](#)
- 6.B *County Administrator Laurie Hurner Presentation of Years of Service Awards*
Jonathan Harrison, Road & Bridge Director
Leah Sauls, Development Services Director
JD Langford, County Engineer
Tanya Cannady, Business Services Director
No fiscal impact.
[Service Award Bios Dec 5.2023 use.docx](#)
- 6.C *Request approval of a Proclamation recognizing December 7, 2023 as Pearl Harbor Remembrance Day.*
Stephanie Ridley, Highlands County Assistant Veteran Services Officer
There is no fiscal impact.
[Pearl_Harbor_Proclamation.DR_2023.pdf](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval of three (3) Health Services Grant Agreements for FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.*
Ingra Gardner, Community Programs Director
The fiscal impact to Fund 005 (General) and the overall budget for these three (3) community agency grants is \$50,000 which is included in the FY 2023-2024 budget in cost center 1155 (Hospital District), account 58200 (Private Organizations).
[2023-2024 List of Grant Recommendations 12.5.23.pdf](#)
[Central Florida Health Care Agreement.pdf](#)
[FL Dept of Health - Highlands Agreement.pdf](#)
[Peace River Center Agreement.pdf](#)
- 8.B *Request to approve and execute the plat of Snyder Road Subdivision for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, Kenilworth Boulevard and Snyder Road are County maintained roadways.
[Snyder Road Sub_Location Map-11x17.pdf](#)
[Scanned Snyder Road Plat for Recordation.pdf](#)
- 8.C *Request Approval for Construction Manager at Risk Agreement with Semco Construction, Inc.*
Brandon Gunn, Facilities Director

Tanya Cannady, Business Services Director

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed \$2,000,000 or rehabilitation or renovation projects may not to exceed \$1,000,000.

[SEMCO signed.pdf](#)

- 8.D *Request Approval for Construction Manager at Risk Agreement with A.D. Morgan Corporation.*

Brandon Gunn, Facilities Director

Tanya Cannady, Business Services Director

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed \$2,000,000 or rehabilitation or renovation projects may not to exceed \$1,000,000.

[AD Morgan v4 signed.pdf](#)

- 8.E *Request approval of Lumen internet and connectivity master service agreement*

Tanya Cannady, Business Services Director

Arthur Wolfe, Special Projects Manager

Internet and connectivity costs are budgeted throughout various Board cost centers and four constitutional officers for FY 23-24. The projected monthly savings is \$311 or \$3,372 annually.

[Lumen Master Service Agreement Internet and Connectivity.pdf](#)

- 8.F *Request authorization for the Chairman to execute the Duval Fleet release (waiver) to purchase the Ford F550 with an incomplete chassis and authorize the County Administrator to execute any necessary documentation to complete the final stage certification and compliance.*

James Langford, P.E., County Engineer

The truck is budgeted in Fund 151 (Infrastructure Surtax), Cost Center 4102A

(Transportation Projects), Account 54600 (Machinery & Equipment) for fiscal year 23/24.

[QUOTE F550 CAB & CHASSIS REVISED 11-28-23.pdf](#)

- 8.G *Request approval of Budget Amendment 23-24-019 for reallocation of funds within the Building Fund.*

Eric Longshore, Building Official

There is no fiscal impact to Fund 005 (General). The funds transfer is within Fund 180 and Cost Center 3440A (Building Department) from Account 59900 (Reserve for Contingency) to Account 56400 (Machinery and Equipment) in the amount of \$20,388.00.

[23-24-019 Building Dept Trucks_SUV Purchase \(BA\).pdf](#)

- 8.H *Request Adoption of Resolution 23-24-29 for Budget Amendment 23-24-021 to appropriate awarded VOCA FY 23/24 grant/project funds.*

Paul Blackman, Sheriff

The fiscal impact is a decrease to Fund 005 (General) and the overall budget in the amount of \$39,892.89. This grant was anticipated and budgeted but was awarded at a decreased level and required no match. Any differences between estimated to Actual will be offset with Reserves.

[23-24-021 Project 23042 VOCA 23-24 \(SO\) \(BA\).pdf](#)

[23-24-021R Project 23042 VOCA 23-24 \(SO\) \(Resolution\).pdf](#)

- 8.I *Request approval to expend funds from the Special Law Enforcement Trust Fund.*
Paul Blackman, Sheriff
This contribution of \$5,000 will be funded through the Special Law Enforcement Trust fund (Fund 170), therefore, no fiscal impact to any government agency.
[Fund 170 MADD INVOICE.pdf](#)
[Fund_170_RqstExpFunds.pdf](#)
- 8.J *Request adoption of Resolution 23-24-23 providing a pledge of support for the Avon Park Executive Airport appropriation request.*
Sarah Beth Rogers, Economic Development Manager
[Res. 23-24-23.AP Airport Project.Support.sgs.pdf](#)
- 8.K *Request approval of Resolution 23-24-30 amending the master fee schedule to include Certificate of Public Convenience and Necessity (COPCN) Provisional Operational Fee, Advertising/Mailing Fees as well as an increase to Hospital "Hold the Wall" Fee.*
Dustin Fitch, Interim Deputy Chief
An increase to General Fund (005) is based on variable circumstances due to the number of COPCN applications submitted and Hospital "Hold the Wall" occurrences throughout the year.
[Amending.COPCN Fee.HoldtheWall.SGS.pdf](#)
- 8.L *Request approval of the Lumen voice master service agreement.*
Tanya Cannady, Business Services Director
Phone (voice) costs are budgeted throughout various Board cost centers for FY23-24. The projected monthly savings is \$1,176.22, which is \$14,114.64 annually.
[Lumen Master Service Agreement_Voice Services 12-5-23.pdf](#)
- 8.M *Request approval of the minutes from the following Regular Meetings of the Board: August 1, 2023; August 15, 2023; and September 7, 2023; the Emergency Meeting August 29, 2023; the Special Workshops: August 29, 2023 and September 12, 2023; and the Budget Public Hearing September 7, 2023.*
[080123REG.pdf](#)
[081523REG.pdf](#)
[090723REG.pdf](#)
[082923Emergency_Idalia.pdf](#)
[082923SPWORKSHOP.pdf](#)
[091223Special.pdf](#)
[090723BudgetPH.pdf](#)
- 8.N *Request approval of the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to an irrigation pipe located under CR 621; approval of the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the use of a ditch located in the right of way of CR 621; approval of the Encroachment Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the encroachment of a portion of certain bona fide agricultural structures in the right of way of CR 621; and approval of the Easement Termination instrument in favor of PGP PARTNERS, LTD., and DP PARTNERS, LTD., which terminates various Easements over private property which are no longer needed for County purposes.*
Sherry G. Sutphen, County Attorney

There is not fiscal impact.

[License Agreement.DITCH.SGS.Final.docx](#)

[Encroachment Agreement.Duda.SGS.Final.doc](#)

[License Agreement.PIPE.SGS.Final.docx](#)

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

- 10.A *Public Hearing to consider approval of Aloha Medical Services, Inc. application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).*

Dustin Fitch, Interim Deputy Chief

There is no fiscal impact.

[application 10.02.23.pdf](#)

[Pub 10.11.23.pdf](#)

[COPCN - Class 1.pdf](#)

[COPCN - Class 2 & 3.pdf](#)

11 ACTION AGENDA

- 11.A *Request approval of budget amendment 23-24-020 to add additional roads to the current FY 23/24 CFS Allocation, Road Reconstruction.*

Jonathan Harrison, Road and Bridge Director

The fiscal impact is \$997,000.00. These funds have been approved through the current CFS Allocation FY 23/24 for Road Reconstruction. Fund 151 Project Capitol Infrastructure, Road Reconstruction.

[23-24-020 Road Reconstruct Projects II \(BA\).pdf](#)

- 11.B *Consideration of Statement of Legislative Intent to repeal Chapter 11.5 Utilities from Code of Ordinance*

Sherry G. Sutphen, County Attorney

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal_Long_Range_Log.docx](#)

- 12.B *Commissioner's Priorities and the Project Status Report.*

Laurie Hurner, County Administrator

There is no fiscal impact.

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from to November 28, 2023, to December 4, 2023*

15 ADJOURN

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay 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: Dec. 5, 2023

PRESENTER: Laurie Hurner, County Administrator
Nick Sawyer, Assistant County Administrator Chief of Staff

SUBJECT/TITLE: Presentation of Employee of the Quarter for the 3rd Quarter of 2023

STATEMENT OF ISSUE

Human Resources received four (4) nominees for Employee of the Quarter for the 3rd quarter of 2023. Mari Pillay was selected as the recipient of the Employee of the Quarter Award for the third quarter of 2023.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Mari Pillay of the Human Resources Department

FISCAL IMPACT

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

Attachments: [Mari PillayHuman Resources Specialist.docx](#)

Mari Pillay

Human Resources Specialist

Mari has worked in Human Resources for almost two years. He started with HR as an Administrative Secretary, which included operating the County switchboard. Mari was promoted to the Human Resource Specialist during his first year with the County. His job includes maintaining the JazzHR system, assisting job applicants, setting up and conducting County interviews, working with all County departments, while keeping his day-to-day duties completed. I continue to receive numerous compliments on Mari; on how professional he is, how everyone enjoys working with him and how he is extremely accommodating. The Employee of the Quarter should be someone that goes over and beyond what they must do, keeps morale up, always has a great attitude and is an overall exemplary employee. Mari certainly is an asset to the Human Resources team and Highlands County is very fortunate to have him. I am honored to nominate him for Employee of the 3rd Quarter.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 5, 2023

PRESENTER: Jonathan Harrison, Road & Bridge Director
Leah Sauls, Development Services Director
JD Langford, County Engineer
Tanya Cannady, Business Services Director

SUBJECT/TITLE: County Administrator Laurie Hurner Presentation of Years of Service Awards

STATEMENT OF ISSUE

Recognizing employees that have reached Years of Service milestones.
5 Years of Service

Robert Horne - Building Inspector I
Leon Mason - Equipment Operator I

10 Years of Service
Stacey Mahoney - Cad Technician I

20 Years of Service
Michael Taylor- Crew Leader Mowing

25 Years of Service
Sherri L. Bennett - Human Resources Manager

30 Years of Service
Robert Diefendorf - Assistant to Critical Infrastructure Director
Ginger Svendsen - Administrative Assistant

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: [Service Award Bios Dec 5.2023 use.docx](#)

Bios

5 Years of Service	Robert Horne was hired by the Board of County Commissioners in July 2018. He serves the County as a Building Inspector I.
5 Years of Service	Leon Mason was hired by the Board in October 2018 as an Equipment Operator I. He continues to serve the County in that position.
5 Years of Service	Jeffrey King was hired in December 2018 as a Budget Analyst II. In September 2019, he was promoted to Economic Development Manager. He is currently the Executive Manager of Business and Economic Development, having been promoted in May 2022.
10 Years of Service	Stacey Mahoney was hired by the Board of County Commissioners in December 2013 as a CAD Technician I and continues to serve in that position today.
15 Years of Service	Jenna Levine was hired by the Board in November 2008 as an Emergency Medical Technician. In December 2013, she was promoted to Paramedic. In August 2022, she became a Firefighter Paramedic Field Training Officer
20 Years of Service	Michael Taylor was hired by the Board of County Commissioners in November 2003 as a laborer. He was promoted in October 2005 to Tractor Mower Operator and in May of 2012 promoted to Crew Leader II- Mowing. In October 2016 he was promoted to Crew Leader-Mowing and continues to serve in that position today.

25 Years of Service

Sherri Bennett was hired the Board of County Commissioners in December 1998 as an Insurance Specialist. She was promoted to Risk Management Coordinator in 2010 and in June 2021 was promoted to Human Resources Manager and continues to serve in that position.

30 Years of Service

Robert Diefendorf was hired by the Board of County Commissioners in October 1993 as an Engineer/Project Manager-Utility. June 2021 he was promoted to Assistant to the County Engineer/Solid Waste. July 2023 he was promoted to Assistant to the Critical Infrastructure Director.

30 Years of Service

Ginger Svendsen was hired by the Board of County Commissioners in December 1993 as Secretary II and promoted in June 2008 to Public Works Specialist. She was promoted to Administrative Assistant in June 2014.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Stephanie Ridley, Highlands County Assistant Veteran Services Officer

SUBJECT/TITLE: Request approval of a Proclamation recognizing December 7, 2023 as Pearl Harbor Remembrance Day.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing December 7, 2023 as Pearl Harbor Remembrance Day.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Pearl_Harbor_Proclamation.DR_2023.pdf](#)

Proclamation

PEARL HARBOR REMEMBRANCE DAY DECEMBER 7, 2023

WHEREAS, on the morning of December 7, 1941, the United States Naval Base at Pearl Harbor, Hawaii, was attacked by naval forces of the Japanese Empire; and

WHEREAS, over 2,400 American lives were lost in the devastating attack, and a major portion of the United States Navy's Pacific Fleet was destroyed; and

WHEREAS, the attack on Pearl Harbor and six other military bases on the Hawaiian Island of Oahu precipitated America's entry into World War II; and

WHEREAS, the bravery and selflessness of Americans in response to the attack on Pearl Harbor instill a greater understanding and appreciation for the sacrifices of the men and women who served in the United States Armed Forces during World War II; and

WHEREAS, December 7, 2023 marks the 82nd anniversary of the surprise attack on Pearl Harbor; and

WHEREAS, this 82nd anniversary is a time for communities, individuals and organizations to gather throughout the Nation, the State of Florida and Highlands County to perform acts of charity, pray and to support one another as we honor those who lost their lives on December 7, 1941; and

WHEREAS, the United States Congress, has designated December 7, of each year as National Pearl Harbor Remembrance Day; and

WHEREAS, Governor DeSantis has directed the flags be flown at half mast to remember and commemorate Pearl Harbor Day.

NOW, THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners recognizes December 7, 2023, as Pearl Harbor Remembrance Day and encourages all fellow citizens and friends to remember, to perform acts of charity, pray and support one another, to honor those who died in defense of our freedom.

DONE AND ADOPTED THIS 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

Kevin Roberts, Chairperson

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of three (3) Health Services Grant Agreements for FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.

STATEMENT OF ISSUE

At a regular meeting of the Hospital District Board, members reviewed grant requests from non-profit 501c(3) community agencies and made recommendations for the Health Services Grant funds for FY 23/24. Before the Board, grant agreements between the Highlands County BOCC and three (3) of the Grantees: 1. Central Florida Health Care, Inc. - \$10,000; 2. Florida Department of Health - Highlands - \$15,000; 2. Peace River Center for Personal Development, Inc. - \$25,000.

RECOMMENDED ACTION

Move to approve three (3) Health Services Grant Agreements for FY 2023-2024 per the recommendation of the Highlands County Hospital District Board.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) and the overall budget for these three (3) community agency grants is \$50,000 which is included in the FY 2023-2024 budget in cost center 1155 (Hospital District), account 58200 (Private Organizations).

Attachments: [2023-2024 List of Grant Recommendations 12.5.23.pdf](#)
[Central Florida Health Care Agreement.pdf](#)
[FL Dept of Health - Highlands Agreement.pdf](#)
[Peace River Center Agreement.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS HUMAN SERVICES DIVISION

501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6626 Fax (863) 402- 6790 www.highlandsfl.gov

December 5, 2023

The Hospital District Board met on Thursday, May 25, 2023 and made the following funding recommendations for the fiscal year 2023 – 2024.

Signed Agreements have been received and approved by the BOCC for 2, 3, 4, 7, and 9. The Grant Agreements for 1, 5, and 6 are being presented today.

1. Central Florida Health Care, Inc.	10,000
2. Champion for Children Foundation of Highlands County, Inc. - Prevention	17,000
3. Champion for Children Foundation of Highlands County, Inc. – Living Mem	5,000
4. Change of Pace, Inc.	12,000
5. Florida Department of Health – Highlands County	15,000
6. Peace River Center for Personal Development, Inc.	25,000
7. Ridge Area ARC, Inc.	46,500
8. The Ruth E. Handley Children’s Advocacy Center - <i>no grant agreement</i>	38,000
9. Samaritan’s Touch Care Center, Inc.	91,500
Total of Recommendations	260,000

**HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND CENTRAL FLORIDA HEALTH CARE, INC.**

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 ("COUNTY"), and CENTRAL FLORIDA HEALTH CARE, INC., a Florida not for profit corporation, whose address and Employer Identification Number are 45 5th Street NW., Winter Haven, FL 33881; FEIN #59-1404594 ("GRANTEE").

WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the 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 extend for One year (1) from the date of execution by Highlands County.

SECTION 3. **GRANT AWARD FUNDING.**

The COUNTY agrees to pay GRANTEE the amount of **Ten Thousand Dollars (\$10,000)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. **PROVISION OF HEALTH CARE SERVICES.**

GRANTEE shall utilize the Grant Funds to fund a year-long outreach effort to provide backpacks to Highlands County's homeless population that will contain personal hygiene products, non-perishable foods items, and information related to scheduling medical and dental visits with GRANTEE. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. **OBLIGATIONS OF THE GRANTEE.**

- A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the healthcare services required herein.
- B. The GRANTEE will ensure that all of its employees, agents, sub-GRAANTEES, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.
- C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from 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, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like through and including any appeals stemming from the Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 12. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the.

SECTION 13. **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.

SECTION 14. **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 15. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. **NOTICE.**

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

County: Highlands County
Attn: Laurie Hurner, County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32801

GRANTEE: Ann Clausen, CEO
Central Florida Health Care, Inc.
47 5th Street NW
Winter Haven, FL 33881

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

The GRANTEE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to this Agreement, may be open to the public for inspection in accordance with Florida law.

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of

this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 5th day of December, 2023.

HIGHLANDS COUNTY

_____, Chair

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

Ann Clausen
Print: ann clausen
Title: CEO

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Ann Clausen, as
CEO of Central Florida Health Care, Inc., who personally swore or
affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE,
and who is personally known to me or who produced
as identification, and who did/did not take an oath
this 15 day of November, 2023.

(stamp)



Christine Palmerton
NOTARY PUBLIC

**HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND FLORIDA DEPARTMENT OF HEALTH
HIGHLANDS COUNTY.**

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 (“COUNTY”), and FLORIDA DEPARTMENT OF HEALTH HIGHLANDS COUNTY, Florida executive branch agency, whose address and Employer Identification Number are 7205 South George Boulevard Sebring, FL 33875; FEIN F593-502-843-224 (“GRANTEE”).

WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the 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 extend for One year (1) from the date of execution by Highlands County.

SECTION 3. **GRANT AWARD FUNDING.**

The COUNTY agrees to pay GRANTEE the amount of **Fifteen Thousand Dollars (\$15,000)** (“Grant Funds”) in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY’s approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. **PROVISION OF HEALTH CARE SERVICES.**

GRANTEE shall utilize the Grant Funds to fund primary care, dental health, and wellness services to the community residents. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualified GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. **OBLIGATIONS OF THE GRANTEE.**

- A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the healthcare services required herein.
- B. The GRANTEE will ensure that all of its employees, agents, sub-GRANTEES, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.
- C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

- D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **ERRORS IN DISBURSEMENT.**

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. **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 8. **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 9. **RELATIONSHIP OF THE PARTIES.**

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. **INDEMNIFICATION.**

The GRANTEE, a state agency or subdivision as defined in section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortuous acts and agrees to be liable to the limits sets forth in section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions which may result in claims against the COUNTY. Nothing herein shall be construed to be a waiver of sovereign immunity by the GRANTEE. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

SECTION 11. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 12. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the.

SECTION 13. **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.

SECTION 14. **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 15. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. **NOTICE.**

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

County:	Highlands County
	Attn: Laurie Hurner, County Administrator
	600 S. Commerce Avenue

Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32801

GRANTEE: Jennifer Roth
Florida Department of Health-Highlands County
7205 South George Boulevard
Sebring, FL 33875

SECTION 17. 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 18. 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 19. PUBLIC RECORDS.

The GRANTEE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to this Agreement, may be open to the public for inspection in accordance with Florida law.

SECTION 20. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the GRANTEE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the GRANTEE, for a period of five (5) years after expiration of the Agreement or until a full COUNTY audit is completed, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 5th day of December, 2023.

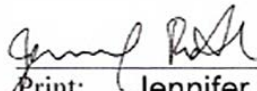
HIGHLANDS COUNTY

_____. Chair

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE



Print: Jennifer Roth

Title: 11/8/2023

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jennifer Roth, as Administrative of Florida Department of Health of Highlands County, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 8th day of November, 2023.

(stamp)



AHYLIA RAMNARAIN
Notary Public
State of Florida
Comm# HH329791
Expires 11/7/2026


NOTARY PUBLIC

**HEALTH SERVICES GRANT AGREEMENT
BETWEEN HIGHLANDS COUNTY AND PEACE RIVER CENTER FOR PERSONAL
DEVELOPMENT, INC.**

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 ("COUNTY"), and PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC., a Florida not for profit corporation, whose address and Employer Identification Number are P.O. Box 1559 Bartow, FL 33831; FEIN 59-0818924 ("GRANTEE").

WITNESSETH

WHEREAS, at the end of each fiscal year, the Highlands County Hospital District determines the amount of funds which remain following satisfaction of its annual obligations and, thereafter, declares such funds to be surplus; and

WHEREAS, Pursuant to the Laws of Florida, Chapter 04-458, Section 36, the Board of Commissioners of the Highlands County Hospital District may transfer such surplus funds to Highlands County to be used exclusively for health services in Highlands County; and

WHEREAS, at the end of each fiscal year the Highlands County Hospital District accepts applications from non-profit organizations seeking to receive grant support, from such surplus funds, to provide health services in Highlands County; and

WHEREAS, in transferring such surplus funds to Highlands County, the Highlands County Hospital District also provides recommendations for the distribution of the surplus funds based on the grant applications it receives; and

WHEREAS, GRANTEE submitted an application to the Highlands County Hospital District to receive grant support for the provision of health services in Highlands County; and from the surplus funds; and

WHEREAS, the COUNTY has determined that the GRANTEE has agreed to provide health services in Highlands County; thus, it desires to provide a monetary grant award to the GRANTEE pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the 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 extend for One year (1) from the date of execution by Highlands County.

SECTION 3. GRANT AWARD FUNDING.

The COUNTY agrees to pay GRANTEE the amount of **Twenty Five Thousand Dollars (\$25,000)** ("Grant Funds") in exchange for GRANTEE providing the health care services described herein. The COUNTY will release the Grant Funds to GRANTEE as soon after the COUNTY's approval of this Agreement as possible. Upon request of the COUNTY, the GRANTEE shall submit any and all documentation, including sufficient detail, for a proper pre-audit and post-audit of Grant Funds and expenditure thereof to be conducted. None of the funds received by GRANTEE pursuant to this Agreement shall be spent or used for services or costs incurred prior to October 1, 2023. The GRANTEE understands and agrees that this Agreement does not entitle it to any amount from the COUNTY in excess of the Grant Funds as set forth herein.

SECTION 4. PROVISION OF HEALTH CARE SERVICES.

GRANTEE shall utilize the Grant Funds to fund outpatient therapy services, medication management, and psychiatric services for under and uninsured Highlands County residents. In the event it is determined, at any time during the Term of this Agreement or the record retention period set forth in the Auditing, Records and Retention Section hereof, that GRANTEE has failed to utilize the Grant Funds to provide healthcare services in Highlands County, GRANTEE shall immediately return the Grant Funds to the COUNTY upon written demand for the same. Failure of the GRANTEE to reimburse said improperly used Grant Funds upon demand by the COUNTY may disqualify GRANTEE from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay such improperly used Grant Funds.

SECTION 5. OBLIGATIONS OF THE GRANTEE.

- A. It is understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the healthcare services required herein.
- B. The GRANTEE will ensure that all of its employees, agents, sub-GRAANTEES, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein when providing services pursuant to this Agreement.
- C. The GRANTEE will maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

- D. The GRANTEE may subcontract the services requested by the COUNTY; however, the GRANTEE is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the COUNTY for any amounts disbursed in error or are in excess of the Grant Funds. Failure to reimburse any amounts disbursed in error may result in the GRANTEE being disqualified from receiving any grant funding in the future from HIGHLANDS COUNTY. The COUNTY may pursue any and all available legal remedies against GRANTEE for its failure to repay any amounts disbursed in error.

SECTION 7. 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 8. 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 9. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of HIGHLANDS COUNTY for any purpose whatsoever.

SECTION 10. INDEMNIFICATION.

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY or Highlands County, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like stemming from the Program or this Agreement. The GRANTEE agrees to indemnify, defend and hold the COUNTY and Highlands County harmless from 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, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the

Program or this Agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any insurance coverage amounts maintained and shall survive termination or natural termination of this Agreement.

SECTION 11. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 12. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the.

SECTION 13. **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.

SECTION 14. **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 15. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than HIGHLANDS COUNTY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 16. **NOTICE.**

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

County: Highlands County
Attn: Laurie Hurner, County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32801

GRANTEE: Larry G. Williams, Jr.
Peace River Center, Inc.
1239 E Main Street
Bartow, FL 33830

SECTION 17. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

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(60) days from the effective date of this Agreement to determine whether the GRANTEE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY.

SECTION 21. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by Highlands County in connection with any aspect of the Grant Funds or this Agreement.

SECTION 22. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the GRANTEE shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the GRANTEE shall require any and all 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 of its employees as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by Highlands County without regard to any notice otherwise required herein. In the event Highlands County incurs costs as a result of the GRANTEE'S breach of this provision, any and all such costs shall be paid by the GRANTEE immediately upon receipt of notice of the same from Highlands 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 23. USE OF COUNTY NAME, LOGO AND/OR SEAL

The GRANTEE may only use Highlands County name, logo and/or seal with the express written permission of Highlands County and consistent with any Highlands County policy related to the same; however, GRANTEE understands and agrees that Highlands County may use the GRANTEE's name associated with the Program and/or the funds provided pursuant to the Program.

SECTION 24. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 5th day of December, 2023.

HIGHLANDS COUNTY

_____, Chair

ATTEST:

Jerome Kaszubowski, Clerk

GRANTEE

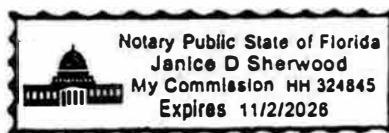
Larry G. Williams, Jr.
Print: Larry G. Williams, Jr.
Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Larry G. Williams, Jr. as
CEO of Peace River Center, Inc., who personally swore or affirmed that
he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is
personally known to me or who produced _____ as
identification, and who did/did not take an oath this 27 day of October, 2023.

(stamp)

Janice D. Sherwood
NOTARY PUBLIC



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

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

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

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Snyder 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 properties located at 5020 Kenilworth Boulevard, and 3780 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 Snyder Road Subdivision for recordation.

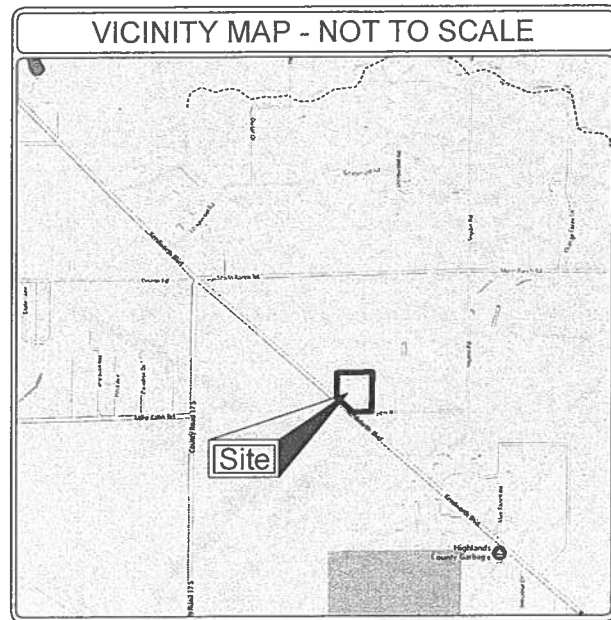
FISCAL IMPACT

There will be no additional fiscal impact, Kenilworth Boulevard and Snyder Road are County maintained roadways.

Attachments: [Snyder Road Sub_Location Map-11x17.pdf](#)
[Scanned Snyder Road Plat for Recordation.pdf](#)

SNYDER ROAD SUBDIVISION

A PORTION OF SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 29 EAST,
HIGHLANDS COUNTY, FLORIDA
DATED: NOVEMBER 6, 2023



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.
FLORIDA REGISTRATION NUMBER 5248

DATE APPROVED _____

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 _____

GENERAL NOTES:

- 1) SYMBOL □ INDICATES PERMANENT REFERENCE MONUMENT, 4"x4"x24", LB# 6017
- 2) SYMBOL ■ INDICATES FOUND 3"x3" FCM NO IDENTIFICATION.
- 3) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
- 4) SYMBOL ∠ INDICATES BEARING CHANGE
- 5) SYMBOL R= INDICATES RADIUS
- 6) SYMBOL Δ= 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 SOUTH LINE OF S.W. 1/4 OF N.E. 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 29 EAST AS BEING S89°00'05"W.
- 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) ROAD PETITION AND RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 33, PAGE 577, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
- 23) PROGRESS ENERGY DISTRIBUTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1898, PAGE 252, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
- 24) IRRIGATION LINE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2435, PAGE 1942, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
- 25) ALL LOTS TO BE SERVED BY WELL AND SEPTIC TANK.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, LYING NORTHEASTERLY OF KENILWORTH BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 89°00'05" WEST AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 1498.98 FEET TO A POINT; THENCE NORTH 1°03'01" EAST, A DISTANCE OF 25.01 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF SNYDER ROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING PARCEL; THENCE SOUTH 89°11'40" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 617.80 FEET TO A POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF KENILWORTH BOULEVARD; THENCE NORTH 49°00'00" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 713.69 FEET TO A POINT THAT INTERSECTS THE WEST LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 2; THENCE NORTH 1°03'46" EAST ALONG SAID LINE, A DISTANCE OF 825.62 FEET TO THE N.W. CORNER OF S.W. 1/4 OF N.E. 1/4 OF SAID SECTION 2; THENCE NORTH 89°01'39" EAST, ALONG THE NORTH LINE OF THE S.W. 1/4 OF N.E. 1/4 OF SAID SECTION 2, A DISTANCE OF 1165.14 FEET TO A POINT; THENCE SOUTH 1°03'01" WEST, A DISTANCE OF 1305.01 FEET TO THE POINT OF BEGINNING. CONTAINING 1,387,540 SQUARE FEET OR 31.85 ACRES, MORE OR LESS.

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, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED SNYDER ROAD SUBDIVISION, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED.

WITNESSES:

PRINT: _____

WITNESSES:

PRINT: _____

CENTER RIDGE CARETAKING INC. A FLORIDA CORPORATION

PRINT: _____

TITLE: _____

SIGNATURE: _____

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., FLORIDA CORPORATION, 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

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 "SNYDER 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 _____

GARY L. GERMAINE, PSM #3945
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6335

(SEAL)

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6858
L.B. #6017



3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB # 694-22-002

PLAT BOOK _____

PAGE _____

SHEET 1 OF 2

PREPARED BY:
GERMAINE
SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BLVD. BUS. (863) 385-6856
SEBRING, FLORIDA 33870 FAX. (863) 382-4531
L.B. #6017 GERMAINE JOB# 694-22-002

SNYDER ROAD SUBDIVISION

A PORTION OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 2, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: NOVEMBER 6, 2023

"NOT PLATTED"
THE N.W. 1/4 OF N.E. 1/4
OF SECTION 2-35-29

[illegible]

GENERAL NOTES:

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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	-----
TOE OF SLOPE	-----
CENTERLINE OF SWALE	-----
OVERHEAD WIRES	-----

GRAPHIC SCALE



COMMENCE
PARCEL 1
LESS & EXCEPT
EAST 1/4 CORNER
OF SECTION 2-35-29
RFP NO 10 WITH

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Brandon Gunn, Facilities Director
Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request Approval for Construction Manager at Risk Agreement with Semco Construction, Inc.

STATEMENT OF ISSUE

Request for Proposal 20-039-LKD was issued for Construction Manager at Risk (CMAR) Continuing Services. It was determined that Semco Construction, inc. was a qualified firm.

The initial term of the agreement is three (3) years from the Board approval. Upon mutual agreement may be renewed for one additional three (3) year term or through the duration of the project final completion in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manual.

RECOMMENDED ACTION

Move to approve and authorize the Board Chair to execute an agreement with Semco Construction, Inc.

FISCAL IMPACT

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed \$2,000,000 or rehabilitation or renovation projects may not to exceed \$1,000,000.

Attachments: [SEMCO signed.pdf](#)

**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made by and between the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as “Owner” and SEMCO Construction, Inc., 205 Century Blvd., Bartow, Florida 33830, hereinafter “Construction Manager”.

**ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various County project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the “Construction Team”, shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The Owner will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit “A”**, for individual County projects which may include either pre-construction and construction management services or construction management services only. If for construction management services only the Task Authorization may be issued by the County Administrator if the cost of the construction services is within the County Administrator’s purchasing authority. If pre-construction services are required as part of a Project, an initial Task Authorization may be issued by the County Administrator if the cost of the pre-construction services is within the County Administrator’s purchasing authority based on the flat fee set by the Construction Manager based on the fee schedules attached hereto as

Exhibit "B". Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit "C"**, will be issued following approval by the Board of County Commissioners of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the County Administrator's purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the Board of County Commissioners. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the Board of County Commissioners. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the Board of County Commissioners. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

- 1.3 **Definitions:** The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – SEMCO Construction, Inc.

Estimate - The Construction Manager's latest estimate of probable project construction costs.

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner – Board of County Commissioners of Highlands County.

Owner's Representative - The Owner's Representative is its Construction Project Manager, or such other individual designated, in writing, by the County Administrator.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project will not exceed Two Million Dollars, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

- A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.
- C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- D. The PMIS shall be described in terms of the following major subsystems:
 - 1. Narrative Reporting, on a monthly basis,
 - 2. Schedule Control, on a monthly basis,
 - 3. Cost Control, and estimating,
 - 4. Project Accounting,
 - 5. Accounting and Payment, and
 - 6. Action Reports.

2. Narrative Reporting Subsystem:

- A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the Owner.
- B. The Narrative Reporting Subsystem shall include the following reports:
 - 1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
 - 2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.
 - 3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - 4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - 5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.
 - 6. Daily Construction Diary - during the construction phase describing events and conditions on the site.
- C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

- D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

- A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.
- B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.
- C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update,

revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.
2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the submission of estimates at the following phases of the project:

(Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner)

- A. Completion of Schematic Documents.
- B. Completion of fifty percent (50%) Design Development Documents.
- C. Completion of one hundred percent (100%) Design Development Documents.
- D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

- A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.
- C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.
- D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

- E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.
 - C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.
 - D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.
 - E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

- F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.
- H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

- 1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.
- 2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.
- 3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies,

time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.

4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations, the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery.

The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
7. Interfacing -
 - A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
 - B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.
8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

- A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

- 1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.
- 2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases

and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

3. **Schedule and Project Manual Provisions** - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.

4. **Solicitation of Bids** -

- A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction

Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

- B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.
 - C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.
 - D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
 - E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.
5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.
 - E. The Surety Company shall have at least an A rating as set forth in the latest issue of Best's Key Rating Guide.
6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely

response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).

9. Job Site Requirements -

- A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive project.
5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.
6. Provide a quality control program.
7. Provide miscellaneous office supplies that support the construction efforts.
8. Travel to and from its home office to the project site, as the project requires.

- B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:

1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.

2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.
10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:
 - A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.
 - B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.
 - C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.
 - D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.
 - E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.

- F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.
 - G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
 - H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "D"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.
 - I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "E"**.
 - J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
 - K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.
11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

Contracts or Purchase Orders
Davis Bacon Federal Compliance Documents
ARRA / Build America Bonds Compliance Documentation
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual
Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on-line" in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager's preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2.4 above have been completed to the Owner's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager's own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the Board of County Commissioners of Highlands County in this Agreement or any Amendment or Change Order to this Agreement. The Board of County Commissioners of Highlands County hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The Board of County Commissioners additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to a total for all changes of Fifty Thousand and 00/100 Dollars (\$50,000.00) or such other dollar amount as authorized by policy adopted by the Board of County Commissioners. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall approve all forms of easements, rights of entry or other similar rights, entitlements or interests necessary for the Project as well as pay the cost associated with such entitlements, easements and the like required for the Project.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3.7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

- 4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.
- 4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.
- 4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.
- 4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5
SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract

Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages,

losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner,

the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.

- 7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.
- 7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.
- 7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

- 7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Fifty Thousand and 00/100 Dollars (\$50,000.00), or such other dollar amount as authorized by policy adopted by the Board of County Commissioners, for the use of the Owner's Buyout Contingency, may be granted by the County Administrator. Authorizations, for more than Fifty Thousand and 00/100 Dollars (\$50,000.00), will be granted by the Board of County Commissioners unless the Board of County Commissioners authorizes an increase in the County Administrator's authority for the same.

ARTICLE 8

CONSTRUCTION MANAGER'S COSTS

- 8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*. The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the

Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

- A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:
1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
 2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.
 3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the initial GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	6%
\$750,001 to \$1,000,000	5%
\$1,000,001 to \$1,500,000	4%
\$1,500,001 to \$2,000,000	3%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. **Costs and Expenses Included in Construction Phase Costs** – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.
2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.
3. The costs of all data processing staff.
4. Salaries or other compensation of the Construction Manager's employees at the job site.
5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
6. Those services set forth in Article 2.4(9)(A).
7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

3. **Construction Phase Fee** - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the initial GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2). The Construction Phase Fee shall be calculated based on the following schedule:

GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	6%
\$750,001 to \$1,000,000	5%
\$1,000,001 to \$1,500,000	4%

\$1,500,001 to \$2,000,000	3%
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ARTICLE 9

DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.
3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.
4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.
6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.

7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.
9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.
10. Costs for trash and debris control and removal from the site.
11. Costs incurred due to an emergency affecting the safety of persons and property.
12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.
13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.
14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.
15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.
16. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.

17. Costs for watchman and security services for the Project.
18. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.
19. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
20. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10

CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.
2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:
 - A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - B. by unit prices stated in the Agreement or subsequently agreed upon;
 - C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - D. by the method provided in Article 10.1(3).
 - E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the

Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.

3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.
4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.
5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.
7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.
8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act

(CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.

9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed

monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated, or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Five percent (5%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from five percent (5%) to two- and one-half percent (2.5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the

Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of five percent (5%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from five percent (5%) to two and one half percent (2.5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to two and one half percent (2.5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager

shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13

INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.
2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida

Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than \$1,000,000/1,000,000/1,000,000.

3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:
 - A. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;
 - B. Automobile Liability Coverages, One Million Dollars (\$1,000,000.00) combined single limit, and One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage;
 - C. Excess Liability, Umbrella Coverage, Two Million Dollars (\$2,000,000.00) each occurrence.
4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.
5. "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.
7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the

Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

8. Indemnification Rider -

- A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The Construction Manager hereby acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.

9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars (\$5,000.00). The Construction Manager shall be responsible for paying any deductible amount.
10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:
 - A. The name of the insured Construction Manager;
 - B. The specified job by name and job number;
 - C. List the "HIGHLANDS COUNTY" as an Additional Insured;
 - D. Recognizes the Indemnification requirements of this Agreement;
 - E. The name of the insurer;
 - F. The number of the policy;
 - G. The effective date;
 - H. The termination date;
 - I. A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.
12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO
PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.

2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.
3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.
2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - A. cease operations as directed by the Owner in the notice;
 - B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
 - C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.
4. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason

of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW AND WAIVER OF JURY TRIAL

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Highlands County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16
NOTICE OF CLAIM; WAIVER OF REMEDIES

- 16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
1. All claims must be submitted as a Request for Change Order in the manner as provided herein;
 2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
 3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.
- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in

compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's initial GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17
DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT
PURCHASE PROCEDURES FOR PUBLIC PROJECTS

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.
2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.
4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of

the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.

5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.
9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment

made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.
2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.
3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.
4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.
5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.
6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:
 - A. the name, address, telephone number and contact person for the material supplier;
 - B. manufacturer or brand, model or specification number of the item;
 - C. estimated quantity needed;
 - D. the price quoted by the supplier for the materials identified therein;
 - E. any sales tax associated with such quote; and

F. delivery dates

7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.
8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.
10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.
13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.
14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.
17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.
20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18

MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.
2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy" between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.
2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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/OWNER'S
CUSTODIAN OF PUBLIC RECORDS:**

**OWNER: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM**

2. Construction Manager agrees to comply with public records laws, specifically to:
 - A. Keep and maintain public records required by the County/Owner to perform the services set forth herein.
 - B. Upon request from the County's/Owner's custodian of public records, provide the County/Owner 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.
 - C. 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 Construction Manager does not transfer the records to the County/Owner.
 - D. Upon completion of the contract, transfer, at no cost to the County/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the County/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the County/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County/Owner, upon request from the County's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the County/Owner.

18.6 Auditing, Records, And Inspection:

In the performance of this Agreement, the Construction Manager 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 Owner and shall be retained by the Construction Manager, for a period of five (5) years after termination or completion of the Agreement or until the full Owner audit is complete, whichever comes first. The Owner 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 Owner also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Construction Manager has the ability to fulfill its contractual obligations to the satisfaction of the Owner. The Owner has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

18.7 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.

18.8 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.

18.9 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner:	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

Construction Manager: SEMCO Construction, Inc.
Attention: Jennifer Hall
205 Century Blvd.
Bartow, Florida 33830

18.10 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.

18.11 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.

18.12 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.

18.13 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.
4. The Construction Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules,

regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.14 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. The Construction Manager is 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.

18.15 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.16 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Construction Manager agrees to include these requirements in each subcontract exceeding \$150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.17 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.18 Sovereign Immunity.

The Owner 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 Owner 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 Owner 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.

18.19 Use of Owner Logo, Name, Seal, Flag and/or Owner Letterhead:

The Construction Manager may only use the County's name, logo seal and/or flag with the express written permission of the Owner and consistent with any County policy related to use of the same. In addition, the Construction Manager shall not use the County's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

18.20 Employment Eligibility Verification (E-Verify):

Pursuant to Florida Statutes, Section 448.095, the Construction Manager 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 Construction Manager 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 Construction Manager stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Manager 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 Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Construction Manager's breach of this provision, any and all such costs shall be paid by the Construction Manager immediately upon receipt of notice of the same from the Owner. 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>.

18.21 Attachments:

The Construction Manager 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 ITB 20-039. 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.

18.22 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.

[Signatures on Following Pages]

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

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

_____, Chair

ATTEST:

Jerome Kaszubowski, Clerk

SEMCO CONSTRUCTION, INC.

By: _____

Print: **JENNIFER HALL**
EXECUTIVE VICE PRESIDENT

Title: _____

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jennifer Hall, the Exec Vice President of SEMCO Construction Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind SEMCO Construction, Inc., who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 28th day of November, 2023.



OLIVIA POPE
Notary Public
State of Florida
Comm# HH357458
Expires 2/2/2027

Olivia Pope
NOTARY PUBLIC, State of Florida

AGREEMENT EXHIBITS

EXHIBIT "A"
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

EXHIBIT "B"
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)

EXHIBIT "C"
HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

EXHIBIT "A"
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	Pre-Construction Phase Amount: \$ _____ Project Number: _____
Project Name: _____	Budget Account Number: Fund or cost enter/account/project #, if applicable. _____

NOTE: THE CMaR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☐ Exhibit A – Scope of Work ☐ Exhibit B – Fee Schedule-Pre-Construction Phase ☐ Exhibit C – Pre-Construction Schedule	☐ Exhibit D – CMaR Staff ☐ Exhibit E – Construction Team
DEPARTMENT APPROVAL	
Recommended by Print Name: _____	Reviewed by Print Name: _____
X	X
1. County Project Manager Signature	2. County Director or Designee Signature
CONSTRUCTION MANAGER AT RISK ACCEPTANCE	
CMaR Designated Agent Print Name: _____	CMaR Project Manager: Print Name: _____
X	CMaR Project Manager E-mail: _____
3. CMaR Signature _____ Date _____	
PURCHASING REVIEW	LEGAL REVIEW
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney
X	X
4. Purchasing Manager or Designee Signature _____ Date _____	5. County Attorney or Designee Signature _____ Date _____
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Chris Campbell, Chair
X	X
6. County Administrator or Designee Signature _____ Date _____	7. Board Chair or Designee Signature _____ Date _____

EXHIBIT "B"
AGREEMENT HOURLY RATES
 (to establish Master Agreement Hourly Rates for Task Authorization)

AGREEMENT HOURLY RATES

Company Name: SEMCO Construction, Inc.

November 27, 2023

Classification	Raw Labor Rates	Rates with Burden
Project Executive	\$68.75 - \$72.75 per hour	\$92.81 - \$98.21 per hour
Project Manager	\$47.75 - \$51.50 per hour	\$64.46 - \$69.52 per hour
Project Superintendent	\$36.50 - \$47.75 per hour	\$49.27 - \$64.46 per hour
Field Supervisor/Assistant Superintendent	\$31.50 - \$38.50 per hour	\$42.52 - \$51.97 per hour
Skilled Labor	\$26.00 - \$32.00 per hour	\$35.10 - \$43.20 per hour
Semi-Skilled Labor	\$21.00 - \$25.00 per hour	\$28.35 - \$33.75 per hour
Unskilled Labor	\$18.00 - \$21.00 per hour	\$24.30 - \$28.35 per hour
Contract Administrator/Estimator	\$45.75 - \$51.50 per hour	\$61.76 - \$69.52 per hour
Bookkeeper	\$22.75 - \$26.50 per hour	\$30.71 - \$35.77 per hour

EXHIBIT "C"
HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	Construction Phase Guaranteed Maximum Price (GMP) \$ _____ Project Number: _____
Project Name: _____	Budget Account Number: Fund or cost enter/account/project #, if applicable. _____

NOTE: THE CMaR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☐ Exhibit A – Scope of Work ☐ Exhibit B – Fee Schedule Construction Phase (GMP) ☐ Exhibit C – Construction Schedule	☐ Exhibit D – CMaR Staff ☐ Exhibit E – Construction Team ☐ Exhibit F – Sub-Contractors
DEPARTMENT APPROVAL	
Recommended by Print Name: _____ X 8. County Project Manager Signature	Reviewed by Print Name: _____ X 9. County Director or Designee Signature
CONSTRUCTION MANAGER AT RISK APPROVAL	
CMaR Designated Agent Print Name: _____ X 10. Consultant Signature _____ Date _____	CMaR Project Manager: Print Name: _____ CMaR Project Manager E-mail: _____
PURCHASING REVIEW	
Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager X 11. Purchasing Manager or Designee Signature _____ Date _____	LEGAL REVIEW County Attorney or Designee Print Name: Sherry Sutphen, County Attorney X 12. County Attorney or Designee Signature _____ Date _____
COUNTY APPROVAL	
County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator X 13. County Administrator or Designee Signature _____ Date _____	Board Chair (over \$50,000) Print Name: Chris Campbell, Chair X 14. Board Chair or Designee Signature _____ Date _____

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____
Project Address: _____
Project Number: _____
Contract Date: _____
Construction Manager: _____

TO OWNER:

Name: _____
Address: _____
City/State/Zip: _____
E-Mail: _____

TO CONSTRUCTION MANAGER

Name: _____
Address: _____
City/State/Zip: _____
E-Mail: _____

COPY TO:

	Architect
	Engineer
	Field
	Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____
Print: _____

Date of Substantial Completion: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective

The Construction Manager will complete or correct the work on the Punch List within _____ Calendar days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____
Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ AM/PM on _____ (date)

Owner

By: _____ Date: _____
Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage, and insurance are as follows:

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

Project Name: _____
Project Address: _____
Project Number: _____
Contract Date: _____
Construction Manager: _____
Substantial Completion Date: _____
Final Punchlist Inspection Date: _____

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

- ☐ Completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion
- ☐ Submission of "as-built" plans and specifications, shop drawings, and other record documents
- ☐ Completion of all Owner training – submission of all contractually required stock and spare parts
- ☐ Submission of all final Operations and Maintenance documents and other closeout deliveries
- ☐ Submission of consent of Builder's surety
- ☐ Submission and approval of all remaining change order proposals, claims, and applications for payment
- ☐ Payment of all costs incurred for equipment, material, labor and services against the Project

The Construction Manager further certifies that:

- ☐ No liens have been attached against the Project
- ☐ No suits are pending by reason of work on the Project under the Contract for Construction
- ☐ All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
- ☐ All insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner.
- ☐ All public liability claims are adequately covered by insurance and the Construction Manager shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transactions, event, occurrence, omission related to performance of the work on the Project contemplated under said Contract for Construction

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____

Print: _____

State of **Florida**

County of _____

The foregoing instrument was executed before me this _____ day of _____, 20____

By: _____ as _____
(Name of authorized CMAA Representative) (CMAA Representative Title)

Who is authorized to bind _____ (CMAA Firm Name) and is personally known to me OR has produced _____ as identification.

(Stamp)

NOTARY PUBLIC, State of Florida

Recommended by Architect:

By: _____ Date: _____

Print: _____

Accepted by: Owner:

By: _____ Date: _____

Print: _____

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Brandon Gunn, Facilities Director
Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request Approval for Construction Manager at Risk Agreement with A.D. Morgan Corporation.

STATEMENT OF ISSUE

Request for Proposal 20-039-LKD was issued for Construction Manager at Risk (CMAR) Continuing Services. It was determined that A.D. Morgan Corporation was a qualified firm. The initial term of the agreement is three (3) years from the Board approval. Upon mutual agreement may be renewed for one additional three (3) year term or through the duration of the project final completion in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manual.

RECOMMENDED ACTION

Move to approve and authorize the Board Chair to execute an agreement with A.D. Morgan Corporation.

FISCAL IMPACT

Up to the Board approved budgeted amount for each project, as assigned. Each new construction project may not exceed \$2,000,000 or rehabilitation or renovation projects may not to exceed \$1,000,000.

Attachments: [AD Morgan v4 signed.pdf](#)

**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made by and between the Board of County Commissioners of Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as “Owner” and The A.D. Morgan Corporation, 716 N. Renellie Drive, Tampa, FL 33602, hereinafter “Construction Manager”.

**ARTICLE I
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its best skill and judgment and to cooperate with the Architect-Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and use its best efforts to complete the various County project(s) in the soundest and most expeditious and economical manner, consistent with the interests of the Owner.

1.1 The Construction Team:

The Construction Manager, the Owner and the Architect-Engineer, called the “Construction Team”, shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required related to the Project. The Architect and the Construction Manager shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Construction Manager shall copy the Owner on all correspondence sent to or received from the Architect or any of its consultants of which the Owner was not copied.

The specific representatives of the Construction Team shall be established at the time of approval of each Task Authorization.

1.2 Extent of Agreement:

This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. The Owner will from time to time issue a Task Authorization to the Construction Manager, in the form attached hereto as **Exhibit “A”**, for individual County projects which may include either pre-construction and construction management services or construction management services only. If for construction management services only the Task Authorization may be issued by the County Administrator if the cost of the construction services is within the County Administrator’s purchasing authority. If pre-construction services are required as part of a Project, an initial Task Authorization may be issued by the County Administrator if the cost of the pre-construction services is within the County Administrator’s purchasing authority based on the flat fee set by the Construction Manager based on the fee schedules attached hereto as

Exhibit “B”. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization in the form attached hereto as **Exhibit “C”**, will be issued following approval by the Board of County Commissioners of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project. In the event pre-construction services exceed the County Administrator’s purchasing authority, a Task Authorization for the pre-construction services will be issued on the appropriate form, following approval of the same by the Board of County Commissioners. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, an Amendment to Task Authorization, which shall include the GMP for the specific construction management work to be completed for the Project, shall be issued on the appropriate form following approval by the Board of County Commissioners. In the event pre-construction services are not required for a Project, once the drawings, specifications and the other descriptive documents for a Project have been approved, a Task Authorization will be issued following approval of the GMP for the Project by the Board of County Commissioners. To expedite the preparation of the GMP Amendment by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Architect-Engineer via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings, that it is the set upon which the GMP is based. Thereafter one set of the documents shall be sent to the Owner along with the GMP proposal. This Agreement shall not be superseded by any provisions/revisions of the documents for construction and may be amended only by written instrument signed by both Owner and Construction Manager.

- 1.3 **Definitions:** The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

Architect-Engineer - To be determined by the Owner as applicable for each separate Project for which a Task Authorization is issued.

Construction Documents - This Contract, the Drawings, Specifications and related Construction Documents or any other documents incorporated herein by reference.

Construction Manager – The A.D. Morgan Corporation.

Estimate - The Construction Manager’s latest estimate of probable project construction costs.

Final Completion - The following items have been completed or satisfied:

1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Architect.
2. The Project is suitable for full use and occupancy as determined by the Owner and Architect.

3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.

General Conditions - Those items that are not specific to any trade and are required for the construction of the Project. Examples of General Conditions items include daily cleanup and safety rails.

Owner – Board of County Commissioners of Highlands County.

Owner's Representative - The Owner's Representative is its Construction Project Manager, or such other individual designated, in writing, by the County Administrator.

Project - The Project shall mean the total work to be performed under each Task Authorization, or Amendment thereto, issued pursuant to this Agreement. The Project may consist of pre-construction planning, design and permitting services, as well as construction and code inspection services for various construction projects which do not exceed Two Million Dollars in total construction costs.

Punch List - List of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance/completion.

Substantial Completion Date - The date, certified by the Architect, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the Owner can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use. Additionally, complete all items referred to as necessary for Substantial Completion.

Task Authorization or Amendment to Task Authorization - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget for each Project will not exceed Two Million Dollars, including all preconstruction services, Construction Manager fees, costs of the work and the Owner's and Construction Manager's construction and interface contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7.

ARTICLE 2
CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS):

1. General:

- A. Commencing immediately after contract award, the Construction Manager shall implement and shall utilize throughout the life of this Contract all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- B. The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly.
- C. If requested by the Owner, the Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect-Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the Owner and the Architect-Engineer, procedures for accomplishing the management control aspect of the Project.
- D. The PMIS shall be described in terms of the following major subsystems:
 - 1. Narrative Reporting, on a monthly basis,
 - 2. Schedule Control, on a monthly basis,
 - 3. Cost Control, and estimating,
 - 4. Project Accounting,

5. Accounting and Payment, and

6. Action Reports.

2. Narrative Reporting Subsystem:

A. The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the Owner.

B. The Narrative Reporting Subsystem shall include the following reports:

1. Monthly Executive Summary - which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

2. Monthly Cost Narrative - describing the current construction cost estimate status of the Project.

3. Monthly Scheduling Narrative - summarizing the current status of the overall project schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

4. Monthly Accounting Narrative - describing the current cost and payment status of the entire project. This report shall relate current encumbrances and expenditures to the budget allocations.

5. Monthly Construction Progress Report - summarizing the work of the various subcontractors during the construction phase. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations and plans for the succeeding month.

6. Daily Construction Diary - during the construction phase describing events and conditions on the site.

C. The reports outlined above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others as designated by the Owner's Representative with the monthly pay requisition. Additional

copies of the report outlined above shall be bound separately and distributed monthly as directed by the Owner's Representative.

- D. The report outlined in Article 2.1(2)(B)(6) above shall be maintained at the site available to the Owner and Architect-Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the Owner at the conclusion of the Project

3. Scheduled Control Subsystem:

- A. Master Project Schedule - Within thirty (30) days of award of this Agreement, the Construction Manager shall submit, to the Owner for approval, a master project schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This schedule shall serve as the framework for the subsequent development of all detailed schedules. The master project schedule shall be produced and updated monthly throughout the project. Revisions, activity additions, activity deletions and/or logic changes to the Master Project Schedule, or any other schedule previously approved by the Owner, shall not be made without the Owner's approval.
- B. Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed with construction, the Construction Manager shall prepare and submit for approval, to the Owner's Representative, a construction schedule in quadruplicate with sufficient detail to graphically depict the activities contemplated for completion of the Project and which shows the sequence that the Construction Manager proposes for each such activity to occur and the duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule developed and submitted by the Construction Manager meets the requirements stated herein and thereafter such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a construction schedule as set forth hereinabove shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the contract or to withhold payment to the Construction Manager until a schedule acceptable to the Owner is submitted.
- C. During the period of time required to finally complete the Project, at the end of each such calendar month or at such earlier intervals as circumstances may require, the Construction Manager shall update the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule

and all updates thereto as reflected in the updated construction schedule last submitted. Each such update to the construction schedule shall be submitted to the Owner in duplicate. Failure of the Construction Manager to update, revise and submit the construction schedule as set forth herein shall be sufficient grounds for the Owner to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule or schedule update acceptable to the Owner is submitted. No revisions, activity additions, activity deletions or logic changes shall be made without the Owner's approval, which shall not be unreasonably withheld.

D. When required by the Owner, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

1. Subcontractor Construction Schedules - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material delivery schedules.
2. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

E. All schedules will be provided to the Owner in an electronic format acceptable to the Owner. The Construction Manager will provide the Owner with the appropriate software, if necessary, to read the data. The cost of providing the licenses and software shall be part of the cost of construction and included as part of Article 9, Direct Costs of the Project.

4. Budget Control Subsystem:

The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction

will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include the submission of estimates at the following phases of the project:

(Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner)

- A. Completion of Schematic Documents.
- B. Completion of fifty percent (50%) Design Development Documents.
- C. Completion of one hundred percent (100%) Design Development Documents.
- D. One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

5. Project Accounting Subsystem:

The operation of this subsystem shall enable the Construction Team to monitor and control the funds available for the Project, cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site element.

- A. Cost Status Report - presenting the budget, estimate and base commitment for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- B. Payment Status Report - showing the value in place, both current and cumulative, the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative) and the balance remaining. A summary of this report shall accompany each pay request.
- C. Detailed Status Report - showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates and proposed and approved dollar amounts. Pending or rejected change orders shall also be shown.

- D. Cash Flow Diagram - showing the projected accumulation of cash payments against the project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.
- E. Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The Job Ledger will be used to provide construction cost accountability for general conditions work, on-site reimbursable expenses and costs requiring accounting needs.

2.2 Project Manual:

When directed by the Owner, the Construction Manager shall provide the following:

1. Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Architect-Engineer, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Architect-Engineer.
2. Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:
 - A. Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.
 - B. Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.
 - C. Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.
 - D. Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Architect-Engineer and the Owner during each phase of the Project.
 - E. Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the

Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Architect Engineer and the Owner, showing the organizational elements participating in the Project.

- F. Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Architect-Engineer from data supplied by each.
- G. Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.
- H. Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.3 Design and Review and Recommendations:

The Construction Manager shall perform the services described in this Article. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently.

- 1. Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.
- 2. Consultation - The Construction Manager will jointly schedule and attend regular meetings with the Owner and Architect. The Construction Manager will consult with the Owner regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager will provide recommendations on construction feasibility; actions designated to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies.

3. Phased Construction - The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.
4. Review Reports - Within thirty (30) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Articles 2.3(1) and 2.3(2) above and on factors set out in Article 2.3(7) below. Promptly after completion of the review, the Construction Manager shall submit to the Owner, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as may be deemed appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments deemed to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7).

THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF THE CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. THE CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and Owner's professional consultants. Construction Manager shall not assume in anyway the responsibilities of the Architect, in particular, the responsibility of assuring that the drawings and specifications, which shall be identified for each Project prior to the time the GMP is determined, are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations; however, if the Construction Manager recognizes that portions of the Drawings and Specifications are inconsistent with applicable laws, statutes, ordinances, Building Codes, Rules and Regulations, the Construction Manager shall promptly notify the Architect and the Owner, in writing.

5. Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items such as machinery, equipment, materials and supplies. When each item is identified, the Construction Manager shall notify the subcontractors, the Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the

bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the Owner a schedule for procurement of the long-lead time items, which will constitute part of the work, as required to meet the Project Schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

6. Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect-Engineer and make recommendations to the Owner with respect to dividing the work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
7. Interfacing -
 - A. The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long lead items, the separate construction subcontracts and the General Conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
 - B. Without assuming any design responsibilities of the Architect-Engineer, the Construction Manager shall include in the reports required under Article 2.3(4) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Owner and Architect-Engineer may arrange for necessary corrections.

8. Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

9. Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit, to the Construction Team, recommendations as to needed requirements of this nature and as to the contract or contracts in which such weather

protection requirements should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction and renovation projects are adequately protected from the normal inclement elements.

10. Market Analysis and Stimulation of Bidder Interest -

- A. The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- B. The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- C. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.4 Construction Phase:

- 1. Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the Construction Manager shall provide no less than those personnel during the respective phases of construction as are identified at the time the GMP is determined. The Construction Manager shall not change any of those persons named at the time the GMP is determined unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right to approve the qualifications of any replacement personnel. Such approval will not be unreasonably withheld.

2. Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Architect-Engineer and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.
3. Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the Owner, its representatives and the Architect-Engineer with copies of the Project Manual, a total number of copies not to exceed seven (7) hard copies and an electronic version in a format acceptable to the Owner, developed and updated as required by Article 2.2, expanded for the Construction Phase, employing the respective milestones, beginning and finishing dates, the respective responsibilities for performance and the relationships of the work with respect to subcontractors and suppliers. The Construction Manager shall also continue to provide current and up to date scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. Furthermore, the Construction Manager shall be responsible for performance and the relationships of the Construction Manager's work to the work of its subcontractors and suppliers to enable the same to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall project schedule. The schedule shall include all phases of the construction work, material supplies, long lease procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Construction Manager shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meetings or inspections, giving each at least one weeks-notice, unless such notice is made impossible by conditions beyond the control of the Construction Manager. The Construction Manager shall hold job-site meetings at least once each month with the Construction Team or more frequently as required by work progress, to review progress, discuss problems and solutions and to coordinate future work with all subcontractors.
4. Solicitation of Bids -
 - A. Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

- B. The Construction Manager shall be responsible for coordinating with the Architect-Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.
 - C. As part of such preparation, the Construction Manager shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Construction Manager shall be brought to the attention of the Owner and Architect-Engineer in written form.
 - D. The Construction Manager and the Owner's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect-Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Owner and the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
 - E. The Construction Manager shall not enter into contracts without the Owner reviewing the proposed successful bidder. The Owner shall promptly, within three (3) business days, review all proposals and provide comments so as not to cause delay in the award of a contract. Owner's failure to respond within this time frame shall constitute acceptance of the proposed contract. Owner shall have the right to reject any award of subcontract providing such rejection is justifiable and with cause. Should the Owner reject a proposal and should the next bondable, qualified bidder that is acceptable to the Construction Manager, be greater than the GMP budget for that work item, the Owner shall issue a change order to the Construction Manager, increasing the GMP, for the amount of the difference between the proposed award and that which the Owner has requested.
5. Bonds - In accordance with the provisions of Florida Statutes, Section 255.05, the Construction Manager shall provide to the Owner, on forms furnished by the

Owner, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Material Payment Bond each in an amount not less than the total construction cost as defined in Articles 7, 8 and 9. To be acceptable to the Owner, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- A. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
 - B. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - C. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
 - D. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time a bond is issued.
 - E. The Surety Company shall have at least an A rating as set forth in the latest issue of Best's Key Rating Guide.
6. Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors providing instructions to each when their work does not conform to the requirements of the plans and specifications and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.
7. Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work begins on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall carefully review all shop drawings and forward the same to the Architect for review and action. The Architect shall transmit them back to the

Construction Manager who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect-Engineer via the Owner to make interpretations of the drawings or specifications requested of the Construction Manager by the subcontractors and shall maintain a suspense control system to promote timely response. The Construction Manager shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

8. Permits - The Construction Manager shall secure all necessary building permits from the Permitting Authority and all necessary utility connection permits, the cost of which will be considered a Direct Cost of the project, but not subject to a Construction Phase Fee, as described in Article 8.1(3).
9. Job Site Requirements -
 - A. The Construction Manager shall provide for each of the following activities as a part of its Construction Phase Cost:
 1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 2. Maintain a roster of companies on the project with names and telephone numbers of key personnel.
 3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 4. Provide labor relations management for a harmonious, productive project.
 5. Provide a safety program for the project to meet OSHA requirements. Monitor for subcontractor compliance without relieving any subcontractor of responsibilities to perform work in accordance with the best acceptable practices.
 6. Provide a quality control program.
 7. Provide miscellaneous office supplies that support the construction efforts.
 8. Travel to and from its home office to the project site, as the project requires.

- B. The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide each of the following as a direct cost item:
 - 1. Schedule the services of independent testing laboratories for the necessary testing of materials to ensure conformance to contract requirements.
 - 2. The printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.
- 10. Job Site Administration - The Construction Manager shall provide administrative functions during construction to assure proper documentation, including but not limited to such things as the following:
 - A. Job Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing project implementation process, assure timely submittals, expedite processing approvals and return of shop drawings and samples; Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing and labor allocation; Review and coordinate each subcontractor's work; Review and implement revisions to the project schedule; Monitor and promote safety requirements.

Use the job site meeting as a tool for planning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solutions. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying events known to those present for appropriate attention and resolution.

A regular monthly project status meeting will be held between the Architect-Engineer, Owner and Construction Manager.
 - B. Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures to be approved by Owner for submittal and transmittal to the Architect-Engineer and Owner of such drawings for action, and closely monitor their submittal and approval process.
 - C. Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries and to implement checking and follow-up procedures on supplier commitments of all subcontractors.

- D. Payments to subcontractors - Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.
- E. Document Interpretation - Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer through the Owner.
- F. Reports and Project Site Documents - Record the progress of the project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the subcontractor's work and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.
- G. Subcontractor's Progress - Prepare periodic punch lists for the subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- H. Substantial Completion - Ascertain when the work, or designated portions thereof, are ready for the Owner's and the Architect-Engineer's substantial completion inspection. Prior to the Owner's and Architect's pre-substantial completion inspection, the Construction Manager shall issue a list of incomplete items. After the Owner's and the Architect-Engineer's inspection, the Construction Manager shall prepare a schedule for the completion of the list, indicating completion dates for the Owner's review. The Owner and the Architect-Engineer will issue a Certificate of Substantial Completion in the format prescribed in **Exhibit "D"**, when the work on the Construction Manager's pre-substantial Punch List has been accomplished, to the best of the Construction Manager's ability.
- I. Final Completion - Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books, including issuance of the Certificate of Final Completion attached as **Exhibit "E"**.
- J. Start-Up - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
- K. Record Drawings - The Construction Manager shall monitor the progress of its own forces or its Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect-Engineer through the Owner who will prepare the final record drawings. Continuously review

“As-Built” Drawings and mark up progress prints to provide as much accuracy as possible.

11. Administrative Records - The Construction Manager may be required to maintain, at the job site, current and up to date files and records such as, but not limited to the following:

- Contracts or Purchase Orders
- Davis Bacon Federal Compliance Documents
- ARRA / Build America Bonds Compliance Documentation
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records:
 - Labor Costs
 - Material Costs
 - Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost-Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards
- Design Handbooks
- “As-Built” Marked Prints
- Operating & Maintenance Instruction
- Daily Progress Reports
- Monthly Progress Reports
- Correspondence Files
- Transmittal Records
- Inspection Reports
- Bid/Award Information
- Bid Analysis and Negotiations
- Punch Lists
- PMIS Schedule and Updates
- Suspense (Tickler) Files of Outstanding Requirements
- Project Manual
- Job Photographs

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

12. Owner Occupancy -

The Construction Manager shall:

Provide services during the design and construction phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, “on-line” in such conditions as will satisfy Owner operational requirements.

Conduct the Construction Manager’s preliminary Punch List inspection and coordinate the completion of all Punch List work to be done with Owner occupancy requirements in mind. The Construction Manager shall videotape all major equipment startup procedures and deliver videos as part of the closeout documents.

Catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey the same to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for all such operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate maximum enforcement and assure meaningful implementation.

The Owner may occupy or take control of portions of the Project providing the above items discussed in this paragraph have been completed and the “Substantial Completion”, “Start-Up”, “Record Drawing”, and “Warranty” requirements specified in Article 2.4 above have been completed to the Owner’s satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Owner Occupancy.

13. Warranty -

Where any work is performed by the Construction Manager’s own forces or by subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. With respect to the same work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one year from the date of Substantial Completion or partial occupancy of any portion of the building, whichever comes

first, or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. In addition, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection in approximately eleven (11) months after the date of Owner Occupancy.

ARTICLE 3

OWNER'S RESPONSIBILITIES

3.1 Owner's Information:

The Owner shall provide full information regarding its requirements for the Project.

3.2 Owner's Representatives:

The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to state or county laws or codes. Functions to be performed by the Owner as set forth in this Agreement can be delegated by the Owner only by written notice to the Construction Manager from the Owner. The Construction Manager shall be entitled to rely on directions, and it shall be required to follow such directions, from the Owner's Representative designated in Article 1.3 and such other representatives from time to time designated in writing within the authority conferred by the Board of County Commissioners of Highlands County in this Agreement or any Amendment or Change Order to this Agreement. The Board of County Commissioners of Highlands County hereby authorizes the Article 1.3 Owner's Representative to: (1) act as the Owner's agent and execute documents associated with this Project. Examples of these documents are Construction Manager's Contingency Authorizations, Notices of Commencement, Certificates of Substantial Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the Owner; and (4) issue a duly authorized purchase order, memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by Owner's Representatives shall be binding on the Owner.

The Board of County Commissioners additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to a total for all changes of Fifty Thousand and 00/100 Dollars (\$50,000.00) or such other dollar amount as authorized by policy adopted by the Board of County Commissioners. Said work can be funded from the Owner's Contingency and shall not cause an increase to the overall project budget.

3.3 Architect-Engineer's Agreement:

The Owner shall retain an Architect-Engineer for design and to prepare Construction Documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.

3.4 Site Survey and Reports:

The Owner shall provide all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations and a legal description for the Project.

3.5 Approvals and Easements:

The Owner shall approve all forms of easements, rights of entry or other similar rights, entitlements or interests necessary for the Project as well as pay the cost associated with such entitlements, easements and the like required for the Project.

3.6 Legal Services:

The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such document examination and interpretation as may require.

3.7 Drawings and Specifications:

The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

3.8 Cost of Surveys and Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

3.9 Project Fault Defects:

If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, it shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.

3.10 Funding:

The Owner shall furnish, in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.

3.11 Lines of Communication:

The Owner and the Architect-Engineer, through the Owner, shall communicate with the subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.

3.12 Permitting & Code Inspections:

The Owner recognizes and coordinates with the appropriate Permitting Authority and expects the Construction Manager to do the same.

ARTICLE 4
PERMITS, FEES AND NOTICES

- 4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.
- 4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.
- 4.3 It is not the Construction Manager's responsibility to ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations; however, if the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Architect-Engineer and Owner in writing and necessary changes shall be accomplished by appropriate modification.
- 4.4 If the Construction Manager performs work knowing it to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Architect-Engineer and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.
- 4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed knowingly contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.

ARTICLE 5

SUBCONTRACTS

5.1 Definition:

A subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at on the Project. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or Architect-Engineer and any subcontractor.

5.2 Proposals:

Subject to Article 9 and, in accordance with Article 2.4(4), the Construction Manager shall request and receive proposals from subcontractors and suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Architect-Engineer and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 Required Subcontractors' Qualifications and Subcontract Conditions:

1. Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Architect-Engineer under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

2. All subcontracts shall provide -

LIMITATION OF REMEDY- NO DAMAGES FOR DELAY

The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim.

In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its negotiated costs for such changes plus no more than seven percent (7%) for overhead, profit and bond costs.

The subcontract shall require the subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedy for delays and changes in the work and eliminates any other remedies or claims for increase in the contract price, damages, losses or additional compensation. Each subcontract shall require that any claims by the subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions:

The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. These liquidated damages are the sole remedy for delay, shall in no way be deemed a waiver of the Owner's right to all other legal remedies in this Agreement.

In the event the Construction Manager does not achieve the Substantial Completion Date the Construction Manager shall pay the Owner, as liquidated damages and not as a penalty, in the amount of Five Hundred Dollars (\$500.00) for each calendar day the actual time of performance exceeds the authorized Substantial Completion Date for each separate GMP as applicable.

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.4(12) herein above. Warranties called for by this Agreement or by the Contract Documents shall commence on the Substantial Completion Date, unless otherwise agreed to, in writing, between the Owner and Construction Manager.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 When the design documents are sufficiently complete to establish the scope of work for the Project, or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for approval, a Guaranteed Maximum Price (GMP), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. The Construction Manager acknowledges multiple GMPs may be required for the portions of the Project to support the project phasing and schedule. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10; however, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs and direct job costs as defined under Article 9, plus the Construction Manager's costs and fees, or the GMP, whichever is less when the work is complete.
- 7.2 The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.
- 7.3 At the time of submission of a GMP, the Construction Manager will verify the time schedule for activities and work, which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. Included in the GMP will be a Contractor's Contingency, which is included for the Construction Manager to use, with the Owner's consent. The contingency is intended to cover the costs associated with Project scope that were not adequately detailed at the time of GMP. The Contractor's Contingency is also intended to protect against price increases between the GMP and the completion of the 100% construction documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the Contractor's Contingency prior to the release of funds by the Owner. Documentation for use of the Contractor's Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. The Architect-Engineer shall verify the actual costs. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.
- 7.4 When the Project is bid and one hundred percent (100%) of the trade contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed up to a maximum of fifty percent (50%). In other words, if ten percent (10%) of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then ten percent (10%) of the contingency within the GMP will be removed from the GMP by change order up to a maximum of fifty percent (50%) of the initial GMP contingency value. During the buyout period of the trade contracts, at a

point mutually agreed upon between the Owner and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds will be taken from the Contractor's Contingency.

If the net amount of the buyout results in a savings, the savings will be assigned to the Owner's Buyout Contingency as defined in Article 7.5

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

- 7.5 The Owner's Buyout Contingency shall be created by the savings generated by subcontractor buyout as set forth in Article 7.4 and also by reductions in scope that otherwise could reduce the GMP. The intent of this Owner's Buyout Contingency is to allow funds already within the GMP to remain in the GMP and be used at the Owner's discretion for scope issues that may become required and/or desired during the course of the Project.

Authorizations up to Fifty Thousand and 00/100 Dollars (\$50,000.00), or such other dollar amount as authorized by policy adopted by the Board of County Commissioners, for the use of the Owner's Buyout Contingency, may be granted by the County Administrator. Authorizations, for more than Fifty Thousand and 00/100 Dollars (\$50,000.00), will be granted by the Board of County Commissioners unless the Board of County Commissioners authorizes an increase in the County Administrator's authority for the same.

ARTICLE 8

CONSTRUCTION MANAGER'S COSTS

- 8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

1. Design Phase/Pre-construction Costs - For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be shown on the Task Authorization.

2. Construction Phase Costs - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be an amount of *(To Be Determined at GMP)*.

The Construction Phase Costs shall be paid according to the percent complete of the Project. The first monthly payment shall be due thirty (30) days following the issuance of the first Construction Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:

1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.
3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be based on the initial GMP as set forth in the below chart for that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	6%
\$750,001 to \$1,000,000	5%
\$1,000,001 to \$1,500,000	4%
\$1,500,001 to \$2,000,000	3%

Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the

Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

- B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:
1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.
 2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.
 3. The costs of all data processing staff.
 4. Salaries or other compensation of the Construction Manager's employees at the job site.
 5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
 6. Those services set forth in Article 2.4(9)(A).
 7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.
3. Construction Phase Fee - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the initial GMP as set forth in the chart below and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1(2). The Construction Phase Fee shall be calculated based on the following schedule:

GMP	Construction Manager's Fee
\$0.00 to \$150,000	10%
\$150,001 to \$500,000	8%
\$500,001 to \$750,000	6%
\$750,001 to \$1,000,000	5%
\$1,000,001 to \$1,500,000	4%
\$1,500,001 to \$2,000,000	3%

ARTICLE 9

DIRECT COSTS OF THE PROJECT

9.1 Definition:

The term Direct Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for Construction Services and paid by the Construction Manager, which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Direct Costs of the Project as defined herein. Such payment shall be in addition to the Construction Phase Costs stipulated in Article 8. Invoices submitted under this Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

9.2 Direct Cost Items:

1. Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
2. Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for work performed pursuant to contract under this Agreement.
3. Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, employed or consumed in the performance of the work.
4. Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, transportation and delivery costs thereof, which are used in the support of a subcontractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
5. Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction of the Project. The cost of the work shall include any subcontractor

bonds the Construction Manager deems appropriate. There shall be no Construction Phase Fee on this item.

6. Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles provided they have resulted from causes other than the negligent misconduct of Construction Manager.
7. Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
8. The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship or other problems caused by the negligence of the Construction Manager or its subcontractors or suppliers. No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Contract Documents or to correct any deficiency or damage caused by the negligent acts by the Construction Manager.
9. Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of subcontractors, except in the case of a subcontractor's default.
10. Costs for trash and debris control and removal from the site.
11. Costs incurred due to an emergency affecting the safety of persons and property.
12. Legal costs reasonably and properly resulting from the Project on behalf of the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - A. The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - B. The legal costs were not incurred as result of the Construction Manager's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.
13. All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Phase Costs as set forth in Article 8.
14. If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions work as a Direct Cost of the Project.

15. If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit as a Direct Cost of the Project.
16. Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
17. Costs for watchman and security services for the Project.
18. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.
19. Costs for such temporary facilities and temporary protection during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
20. Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Project.

ARTICLE 10

CHANGES IN THE PROJECT

10.1 Change Orders:

The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, with the GMP and the Substantial and/or Final Completion Dates being adjusted accordingly. All changes in the Project, not covered by an authorized contingency, shall be authorized by a Change Order signed by the Owner before the change is implemented.

1. A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Phase Fee, or other attributable cost of the Project.
2. The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:
 - A. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - B. by unit prices stated in the Agreement or subsequently agreed upon;

- C. by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - D. by the method provided in Article 10.1(3).
 - E. Should any costs be required for design of an alternative system that would be advantageous to the Project and result in a deductive change order, the Construction Manager shall include the cost of the redesign services of the Architect-Engineer so that the Owner can make proper assessment of the cost of such change. Payment for additional services shall be made by the Owner.
- 3. If none of the methods set forth in Article 10.1(2) is agreed upon, the Construction Manager, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work if the cost exceeds that estimate without prior written approval by the Owner.
 - 4. In the event of either Article 10.1(2) or Article 10.1(3) above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data, of the increase in the Direct Cost of the Project as outlined in Article 9.
 - 5. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
 - 6. If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.
 - 7. In the performance of the work, should concealed conditions be encountered below the surface of the ground or should concealed or unknown conditions in an existing structure be inconsistent with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Substantial and/or Final Completion Dates shall be

equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

8. In the event the Construction Manager encounters material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop work in the area affected and report the condition to the Owner in writing. Owner shall thereafter as soon as reasonably possible conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the Owner to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.
9. The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to this Article 10.

10.2 Claims for Additional Cost or Time:

All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect-Engineer or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Substantial and/or Final Completion Date, then the dates for completion may be equitably adjusted.

Only delays which are determined to extend the critical path for the schedule for constructing the Project, will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

10.3 Minor Changes in the Project:

The Owner will have authority to order minor changes in the Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Substantial and/or Final Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the Project Management Information System. Changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies:

In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11
DISCOUNTS

All discounts for prompt payment shall accrue to the Owner to the extent the cost of the item(s) purchased is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the cost associated with the Project is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment, shall be credited to the cost of the Project.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

12.1 Monthly Statements:

The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1(5), showing, in detail, all moneys paid out, cost accumulated, or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in **Exhibit "E"**. Five percent (5%) retainage shall be held on all payments until the contract is fifty percent (50%) complete, except when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At fifty percent (50%) completion, the Owner may approve a reduction of the retainage from five percent (5%) to two- and one-half percent (2.5%) at its discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded

within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.

12.2 Final Payment:

Final payment constituting the unpaid balance of the Construction Phase Cost of the Project and the Construction Phase Fee, shall be due and payable as described in Article 12.4 after Final Completion, provided that the Project has been finally completed, that the Construction Manager has verified by appropriate signature that it has completed all items and that this Agreement has been finally performed. However, if there should remain work to be completed, the Construction Manager, the Owner, and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to the estimated cost of completing any unfinished work and portion of the Construction Manager's retainage, provided that said unfinished items are listed separately and the estimated cost of completing the unfinished items are likewise listed separately. Thereafter, Owner shall pay the Construction Manager monthly, the amount retained for each incomplete item after each such item is completed.

12.3 Payments to Subcontractors:

The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amounts due to subcontractors less a retainage of five percent (5%) until the project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from five percent (5%) to two and one half percent (2.5%) thereafter. If there should remain items to be completed, the Construction Manager, the Owner and Architect-Engineer shall list those items required for completion and the Construction Manager shall require the retainage of a sum equal to two and one half percent (2.5%) of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, the Construction Manager shall pay to the subcontractors monthly, the amount retained for each incomplete item after each such item is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.

12.4 Construction Manager's Payment Rights:

All payments for construction services shall be governed by and made in accordance with Florida's Prompt Payment Act, Florida Statutes, Section 218.735.

12.5 Payments for Materials and Equipment:

Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at a Project site or another location that is insured to protect the Owner's assets subject to prior approval and acceptance by the Owner on each occasion.

12.6 Withholding Payments to Subcontractors:

The Construction Manager shall not withhold payments to subcontractors if such payments have been made to the Construction Manager. Should this occur, the Construction Manager shall return such moneys to the Owner, adjusting pay requests and project bookkeeping as required. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity:

The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.2 Construction Manager's Insurance:

1. The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so

obtained and approved. All insurance policies shall be from insurers qualified and doing business in Florida with an AM Best Company rating of no less than A.

2. Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees, and the like, connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with Florida Worker's Compensation Law. In case any class of employees, engaged in hazardous work on the Project, is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. Employers' liability shall be no less than \$1,000,000/1,000,000/1,000,000.
3. Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement, Comprehensive General Liability and Comprehensive Automobile Liability Insurance to protect it from claims of damage for personal injury, including accidental death, as well as claims for property damage which may arise from its operations under this Agreement whether such operations are by the Construction Manager or by anyone directly or indirectly employed by it, and the amount of such insurance shall have the following minimum limits:
 - A. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence; GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00). There shall not be an EFIS Exclusion Endorsement on any general liability policy;
 - B. Automobile Liability Coverages, One Million Dollars (\$1,000,000.00) combined single limit, and One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage;
 - C. Excess Liability, Umbrella Coverage, Two Million Dollars (\$2,000,000.00) each occurrence.
4. Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of its subcontractors to procure and maintain during the life of any such subcontract, insurance coverage of the types specified above or insure the activities of the subcontractors in the Construction Manager's policies, as specified above.
5. "XCU" (Explosion. Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

6. Products and completed operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages. The products and completed operations portions of the liability coverage shall extend for a period of two (2) years after the Final Acceptance of the Project by the Owner.
7. Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
8. Indemnification Rider -
 - A. To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and the Architect-Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), and to the extent it (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
 - B. In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
 - C. The obligations of the Construction Manager under this Article 13.2(8) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its

agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

- D. The Construction Manager hereby acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Owner and acknowledges receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Articles 13.1 and 13.2.
- 9. Builder's Risk Coverage - The Construction Manager shall take out and maintain a "Builder's Risk Policy" for each assigned Project, issued to provide coverages on an "all risk" basis including theft. This coverage shall not lapse or be canceled because of partial occupancy by the Owner prior to Final Acceptance of the Project. The Owner may elect to take out and maintain this insurance coverage. Should the Owner purchase said insurance, the insurance policy shall have a deductible for each occurrence of Five Thousand and 00/100 Dollars (\$5,000.00). The Construction Manager shall be responsible for paying any deductible amount.
 - 10. Certificate of Insurance - For every insurance policy required hereunder, the Construction Manager shall provide the Owner with a Certificate of Insurance evidencing such coverage for the duration of this Agreement, or such longer period if required hereunder. Said Certificate of Insurance shall be dated and show:
 - A. The name of the insured Construction Manager;
 - B. The specified job by name and job number;
 - C. List the "HIGHLANDS COUNTY" as an Additional Insured;
 - D. Recognizes the Indemnification requirements of this Agreement;
 - E. The name of the insurer;
 - F. The number of the policy;
 - G. The effective date;
 - H. The termination date;
 - I. A statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - 11. Receipt of certificates or other documentation of insurance or policies or copies of policies by the Owner, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the Construction Manager's obligation to fulfill the insurance requirements specified herein.
 - 12. The Construction Manager shall ensure that any sub-contractor(s), hired to perform any of the work on any part of the Project, maintain appropriate insurance as determined by the Construction Manager. In addition, the Construction Manager

shall maintain proof of same on file and made readily available upon request by the Owner.

13.3 Waiver of Subrogation:

1. The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent they are covered by such insurance except such rights as either may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
2. The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
3. The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
4. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed and failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO
PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause:

1. If the Construction Manager fails to perform any of its obligations under this Agreement, including any obligation it assumes to perform work with its own forces, the Owner may correct any deficiencies after providing seven (7) days written notice to the Construction Manager. In such an event, the GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of correcting such deficiencies and the Construction Manager's Construction Phase Fee shall also be reduced by the amount required to manage the correction of such deficiencies.
2. The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.
3. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the Construction Manager's insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule by falling forty-five (45) days or more behind the schedule adopted by the Construction Team, or if the Construction Manager fails to make prompt payments to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is in breach of a material provision of this Agreement, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 6. Reasonable termination expenses incurred by the Owner may be deducted from any payments which remain owed to the Construction Manager, excluding any monies owed the Construction Manager for subcontract work.

14.3 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy.
2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - A. cease operations as directed by the Owner in the notice;

- B. take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and
 - C. terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.
4. In case of such termination for the Owner's convenience, the Construction Manager shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with a reasonable fee, as defined in Article 8.1(2), overhead and profit on the work performed.

ARTICLE 15

ASSIGNMENT AND GOVERNING LAW AND WAIVER OF JURY TRIAL

- 15.1 Neither the Owner nor the Construction Manager shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Highlands County, Florida. The parties waive all rights to trial by jury.

ARTICLE 16

NOTICE OF CLAIM; WAIVER OF REMEDIES

- 16.1 The Owner's liability to the Construction Manager for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- 1. All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - 2. The Construction Manager must submit a Notice of Claim to Owner within twenty (20) days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
 - 3. Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this

paragraph to the extent that the Owner is prejudiced by the failure of the Construction Manager to submit the Request for Change Order.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.
- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus the Construction Manager's Fee established at each Project's initial GMP. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in work, and eliminates any other remedies for claims for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17

DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT

PURCHASE PROCEDURES FOR PUBLIC PROJECTS

- 17.1 Direct Materials Acquisition by Owner - Supply Bonds:
1. The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.
 2. The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
 3. The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors

and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable, The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.

4. The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.
5. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
6. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
7. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
8. The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the

bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.

9. If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

18.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

1. The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.
2. Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.
3. Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.
4. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.
5. The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.
6. The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:

- A. the name, address, telephone number and contact person for the material supplier;
 - B. manufacturer or brand, model or specification number of the item;
 - C. estimated quantity needed;
 - D. the price quoted by the supplier for the materials identified therein;
 - E. any sales tax associated with such quote; and
 - F. delivery dates
7. Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.
8. After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
9. In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.
10. Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and

acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

11. As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
12. The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.
13. The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any

- Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.
14. The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.
 15. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.
 16. The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.
 17. The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
 18. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
 19. On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.
 20. In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

21. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18

MISCELLANEOUS

18.1 Harmony:

1. The Construction Manager is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.
2. The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.2 Dispute Resolution:

1. All claims, disputes and other matters in question, hereinafter referred to as a "Controversy" between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.
2. Should either the Owner or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

18.3 Construction Manager's Project Records:

The Construction Manager's Project records shall be maintained for the minimum period required by state and federal law, and shall be made available to the Owner or its authorized representative at mutually convenient times.

18.4 Consequential Damages:

The parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this project.

18.5 Public Records:

1. 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/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

OWNER: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

2. Construction Manager agrees to comply with public records laws, specifically to:
 - A. Keep and maintain public records required by the County/Owner to perform the services set forth herein.
 - B. Upon request from the County's/Owner's custodian of public records, provide the County/Owner 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.
 - C. 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 Construction Manager does not transfer the records to the County/Owner.
 - D. Upon completion of the contract, transfer, at no cost to the County/Owner, all public records in possession of the Construction Manager or keep and maintain public records required by the County/Owner to perform the services set forth herein. If the Construction Manager transfers all public records to the County/Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the County/Owner, upon request from the County's/Owner's custodian of public records, in a format that is compatible with the information technology systems of the County/Owner.

18.6 Auditing, Records, And Inspection:

In the performance of this Agreement, the Construction Manager 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 Owner and shall be retained by the Construction Manager, for a period of five (5) years after termination or completion of the Agreement or until the full Owner audit is complete, whichever comes first. The Owner 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 Owner also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Construction Manager has the ability to fulfill its contractual obligations to the satisfaction of the Owner. The Owner has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

18.7 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.

18.8 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.

18.9 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 Owner and the Construction Manager. All notices required and/or made pursuant to this Agreement to be given to the Owner and the Construction Manager 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:

Owner: 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

Construction Manager: The A.D. Morgan Corporation
Attention: _____
719 N. Renellie Drive
Tampa, FL 33602

18.10 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.

18.11 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.

18.12 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.

18.13 Equal Opportunity Employer:

The Construction Manager is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Construction Manager will further ensure that

all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this contract, the Construction Manager agrees as follows:

1. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Construction Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The Construction Manager will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the contractor's legal duty to furnish information.
4. The Construction Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Construction Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
8. The Construction Manager will include the provisions of paragraphs (1) through and including this paragraph (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontract or purchase order as necessary.

18.14 Compliance with the Davis-Bacon Act:

1. To be determined at GMP, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Construction Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. The Construction Manager is 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.

18.15 Compliance with the Copeland "Anti-Kickback" Act:

1. The Construction Manager shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Construction Manager shall ensure that any subcontracts contain the above clause and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors include these clauses in any lower

tier subcontracts. The Construction Manager shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all such contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the Agreement.

18.16 Clean Air Act:

1. The Construction Manager agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Construction Manager agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Construction Manager agrees to include these requirements in each subcontract exceeding \$150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

18.17 Applicable Licensing and Compliance with all Laws:

The Construction Manager, 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. The Construction Manager, 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, including any required processes, procedures or actions necessary to assist the Owner with reimbursement or enable the Owner to seek reimbursement from FEMA if the need arises. Notwithstanding any language herein to the contrary, in the event that any laws, ordinances, judicial decisions, orders, or regulations of the federal, state, county, or municipal governments change after execution of this Agreement, Construction Manager shall be entitled to an equitable adjustment in time as applicable and price to the extent the Construction Manager's direct costs, not including labor, are affected. Any such adjustment will be determined at the time of such an occurrence and there shall only be a construction phase fee on this item if it exceeds two percent (2%) for each separate GMP.

18.18 Sovereign Immunity.

The Owner 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 Owner 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 Owner 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.

18.19 Use of Owner Logo, Name, Seal, Flag and/or Owner Letterhead:

The Construction Manager may only use the County's name, logo seal and/or flag with the express written permission of the Owner and consistent with any County policy related to use of the same. In addition, the Construction Manager shall not use the County's Letterhead for issuing any correspondence, for any purpose, without the express written consent of the Owner.

18.20 Employment Eligibility Verification (E-Verify):

Pursuant to Florida Statutes, Section 448.095, the Construction Manager 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 Construction Manager 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 Construction Manager stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Construction Manager 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 Owner without regard to any notice otherwise required herein. In the event the Owner incurs costs as a result of the Construction Manager's breach of this provision, any and all such costs shall be paid by the Construction Manager immediately upon receipt of notice of the same from the Owner. 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>.

18.21 Attachments:

The Construction Manager 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 ITB 20-039. 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.

18.22 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.

[Signatures on Following Pages]

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

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

_____, Chair

ATTEST:

Jerome Kaszubowski, Clerk

THE A.D. MORGAN CORPORATION

By: _____

Print: John Kalaf

Title: Vice President

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, the _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind The A.D. Morgan Corporation, 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, State of Florida

AGREEMENT EXHIBITS

**EXHIBIT “A”
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase**

**EXHIBIT “B”
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)**

**EXHIBIT “C”
HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)**

**EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION**

**EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION**

**EXHIBIT "F"
PARTIAL PAY REQUEST FORM**

EXHIBIT "A"
HIGHLANDS COUNTY, FLORIDA
TASK AUTHORIZATION
Pre-Construction Phase

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	Pre-Construction Phase Amount: \$
	Project Number:
Project Name:	Budget Account Number: Fund or cost enter/account/project #, if applicable.

NOTE: THE CMar MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- | | |
|---|---|
| ☐ Exhibit A – Scope of Work | ☐ Exhibit D – CMar Staff |
| ☐ Exhibit B – Fee Schedule-Pre-Construction Phase | ☐ Exhibit E – Construction Team |
| ☐ Exhibit C – Pre-Construction Schedule | |

DEPARTMENT APPROVAL

Recommended by Print Name:	Reviewed by Print Name:
X	X
1. County Project Manager Signature	2. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK ACCEPTANCE

CMaR Designated Agent Print Name:	CMaR Project Manager: Print Name:
X	CMaR Project Manager E-mail:
3. CMar Signature Date	

PURCHASING REVIEW	LEGAL REVIEW
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Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney
X	X
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Chris Campbell, Chair
X	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

EXHIBIT “B”
AGREEMENT HOURLY RATES
(to establish Master Agreement Hourly Rates for Task Authorization)

<u>Position</u>	<u>Alternate Position</u>	<u>Weekly</u>	<u>Hourly</u>
Vice President of Operations	Project Executive	6,310.00	157.75
Senior Project manager		5,000.00	125.00
Project Manager		3,600.00	90.00
Assistant Project Manager		3,075.00	76.87
Vice President of Field Operations	General Superintendent	6,160.00	154.00
Senior Superintendent		5,000.00	125.00
Superintendent		4,100.00	102.50
Assistant Superintendent		3,025.00	75.63
Vice President of Accounting	Accountant	5,400.00	135.00
Project Accountant		3,900.00	97.50
Project Coordinator		2,250.00	56.25
Information Technology		2,100.00	52.50
Vice President of Pre-Construction	Program Manager	7,300.00	182.50
Director of Pre-Construction		4,100.00	102.50
Estimator		2,500.00	62.50
Director of Safety		3,000.00	75.00
Intern		1,000.00	25.00
Scheduler		3,000.00	75.00

NOTE: A.D. Morgan reserves the right to request and negotiate adjustments for cost-of-living increases on an annual basis.

EXHIBIT "C"
HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

Select One of the following	
TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and Highlands County, dated _____, (Master Contract date) the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.	Construction Phase Guaranteed Maximum Price (GMP) \$ _____ Project Number: _____
Project Name: _____	Budget Account Number: Fund or cost enter/account/project #, if applicable. _____

NOTE: THE CMaR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- | | |
|---|---|
| ☐ Exhibit A – Scope of Work | ☐ Exhibit D – CMaR Staff |
| ☐ Exhibit B – Fee Schedule Construction Phase (GMP) | ☐ Exhibit E – Construction Team |
| ☐ Exhibit C – Construction Schedule | ☐ Exhibit F – Sub-Contractors |

DEPARTMENT APPROVAL

Recommended by Print Name:	Reviewed by Print Name:
X	X
8. County Project Manager Signature	9. County Director or Designee Signature

CONSTRUCTION MANAGER AT RISK APPROVAL

CMaR Designated Agent Print Name:	CMaR Project Manager: Print Name:
X	CMaR Project Manager E-mail:
10. Consultant Signature Date	

PURCHASING REVIEW	LEGAL REVIEW
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Purchasing Manager or Designee Print Name: Lori K. DeLoach, Purchasing Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney
X	X
11. Purchasing Manager or Designee Signature Date	12. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Chris Campbell, Chair
X	X
13. County Administrator or Designee Signature Date	14. Board Chair or Designee Signature Date

EXHIBIT "D"
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____
Project Address: _____
Project Number: _____
Contract Date: _____
Construction Manager: _____

TO OWNER:

Name: _____
Address: _____
City/State/Zip _____
E-Mail: _____

TO CONSTRUCTION MANAGER

Name: _____
Address: _____
City/State/Zip _____
E-Mail: _____

COPY TO:

	Architect
	Engineer
	Field
	Other

Project or portion of Project Designated for Partial Occupancy or Use:

The work performed on the Project under the Agreement has been reviewed and found, the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use. The date of substantial completion of the Project or portion designated above is the date of issuance established by this Certificate of Substantial Completion, which is also the date of commencement of applicable warranties required by the Contract Documents as stated below:

Architect

By: _____
Print: _____

Date of Substantial Completion: _____

(Warranty Date of Commencement)

A Punch List of items to be completed or corrected is attached hereto. The failure to include any items on such Punch List does not alter the responsibility of the Construction Manager to complete all work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost Estimate of Work that is incomplete or defective

The Construction Manager will complete or correct the work on the Punch List within _____ Calendar days from the above date of Substantial Completion.

Construction Manager

By: _____ Date: _____
Print: _____

The Owner hereby accepts the work or designated portions as substantially complete and will assume full possession at _____ AM/PM on _____ (date)

Owner

By: _____ Date: _____
Print: _____

The responsibilities of the Owner and Construction Manager for security, maintenance, utilities, damage, and insurance are as follows:

EXHIBIT "E"
CERTIFICATE OF FINAL COMPLETION

Project Name: _____
Project Address: _____
Project Number: _____
Contract Date: _____
Construction Manager: _____
Substantial Completion Date: _____
Final Punchlist Inspection Date: _____

The Construction Manager hereby certifies that the work and all other requirements have been completed in accordance with the Contract Documents, including, but not limited to:

- | | |
|--------------------------|---|
| ☐ | Completion of all discrepancies (Punchlist Items) noted at the time of Substantial Completion |
| ☐ | Submission of "as-built" plans and specifications, shop drawings, and other record documents |
| ☐ | Completion of all Owner training – submission of all contractually required stock and spare parts |
| ☐ | Submission of all final Operations and Maintenance documents and other closeout deliveries |
| ☐ | Submission of consent of Builder's surety |
| ☐ | Submission and approval of all remaining change order proposals, claims, and applications for payment |
| ☐ | Payment of all costs incurred for equipment, material, labor and services against the Project |

The Construction Manager further certifies that:

- | | |
|--------------------------|--|
| ☐ | No liens have been attached against the Project |
| ☐ | No suits are pending by reason of work on the Project under the Contract for Construction |
| ☐ | All workers' compensation claims are covered by Workers' Compensation Insurance as required by law |
| ☐ | All insurance required of the Construction Manager beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the Owner. |
| ☐ | All public liability claims are adequately covered by insurance and the Construction Manager shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transactions, event, occurrence, omission related to performance of the work on the Project contemplated under said Contract for Construction |

Upon execution below, this Project will be considered complete. This consideration does not relieve the Construction Manager from its post-construction responsibilities, including correction of discrepancies noted during the first year after Substantial Completion, warranty issues, latent defects, and other requirements of the Contract or under Florida law.

Construction Manager

By: _____ Date: _____
Print: _____

State of Florida

County of _____

The foregoing instrument was executed before me this _____ day of _____, 20 _____

By: _____ as _____
(Name of authorized CMAA Representative) (CMAA Representative Title)

Who is authorized to bind _____ (CMAA Firm Name) and is personally known to me OR has produced _____ as identification.

(Stamp)

NOTARY PUBLIC, State of Florida

Recommended by Architect:

By: _____ Date: _____
Print: _____

Accepted by: Owner:

By: _____ Date: _____
Print: _____

EXHIBIT "F"
PARTIAL PAY REQUEST FORM

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Tanya Cannady, Business Services Director
Arthur Wolfe, Special Projects Manager

SUBJECT/TITLE: Request approval of Lumen internet and connectivity master service agreement

STATEMENT OF ISSUE

The Clerk of Courts Information Technology team is recommending the Board enter into a new agreement with Lumen for internet and connectivity services since the 3-year agreement has expired recently. We are currently on a month-to-month pricing and Lumen has indicated that the cost will increase. We asked Lumen to provide a quote for better speed. Attached are the quotes with increased speed (from 300mb to 500mb) at a lower price. Currently, \$2,322.26 is paid monthly and the total monthly cost per attached quotes is \$2,011.00. Please, note that these costs are shared with the Property Appraiser, Supervisor of Elections, Tax Collector and the Clerk.

RECOMMENDED ACTION

Move to approve Lumen internet and connectivity master service agreement

FISCAL IMPACT

Internet and connectivity costs are budgeted throughout various Board cost centers and four constitutional officers for FY 23-24. The projected monthly savings is \$311 or \$3,372 annually.

Attachments: [Lumen Master Service Agreement Internet and Connectivity.pdf](#)

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP** ("Lumen") and **HIGHLANDS COUNTY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Local Access Service Exhibit**
- **Internet Services Service Schedule**
- **Lumen MPLS (IPVPN and VPLS) VPN Service**
- **Service Appendix (Retail Version)**

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "Off-Net" Service, third party termination charges for the cancelled Service; (2) for "On-Net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one Off-Net provider to another or to the Lumen On-Net service, and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages means scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

9.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

10.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

10.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

11. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

12. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

13. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

14. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

15. General Terms.

15.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

15.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

15.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

15.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as

**LUMEN MASTER SERVICE AGREEMENT
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provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

15.5 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

15.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

15.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under the Agreement will constitute a waiver of such right(s).

15.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

HIGHLANDS COUNTY

Steve Arneson

Steve Arneson 11/21/2023 10:27 CST

Authorized Signature

Steve Arneson

Name Typed or Printed

Manager - Offer Management

Title

Nov 21, 2023

Date

Authorized Signature

Name Typed or Printed

Title

Date

Customer's Address for Notices: 590 S COMMERCE AVE,
SEBRING, FL 33870;

Customer's Facsimile Number (if applicable): (863) 402-7205

Person Designated for Notices: General Counsel

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a specific "Preferred Provider" for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® LOCAL ACCESS
SERVICE EXHIBIT**

Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in a quote or Order and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

(b) Construction. Construction charges apply if: (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(d) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

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5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes

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Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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INTERNET SERVICES SERVICE SCHEDULE**

1. **General.** "Lumen" is defined for purposes of this Service Schedule as Centurylink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Dedicated Internet Extension or CenturyLink IQ Networking Internet Port ("Internet Port") on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth in this Service Schedule. Capitalized terms used but not defined in this Service Schedule have the definitions given to them in the Agreement.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 400Gbps ports. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Does not apply to Dedicated Internet Extension.

2.2 Billing Types.

Flat Rate. Service with flat-rate, fixed rate, or tiered billing provides a set amount of bandwidth at a flat-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Commit Plus Burst. For Service provided with burstable bandwidth, the MRC is based on Committed Data Rate ("CDR")/Committed Information Rate ("CIR"). The CDR/CIR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Commit Plus Burst usage is any usage in excess of CDR/CIR. Commit Plus Burst usage charges will apply on a per Mbps basis at the rate stated in the Order. Commit Plus Burst usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Data Rate ("PDR") or Peak Information Rate ("PIR") may apply, which is the maximum available bandwidth.

Billing Arrangement. Commit Plus Burst Services may also be provided on an aggregated basis. For Billing Arrangement (or Aggregate Burstable Service, the bandwidth MRC (or Committed Monthly Usage Charge ("CMUC"), is based on the Committed Data Rate ("CDR") (or the Aggregate Committed Data Rate ("ACDR") or Aggregate Committed Information Rate ("ACIR")). The CDR/ACDR/ACIR is the minimum Internet bandwidth that will be charged to Customer each month regardless of actual usage. Burst Rate (or Aggregate Burstable Usage) is any usage in excess of CDR/ACDR/ACIR. Burst Rate/Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Burst Rate/Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports. For Dedicated Internet Access, all usage in excess of the CMUC are calculated on 95th percentile basis across all included ports and charged at the rate stated in the Order.

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2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access. In rare circumstances, Customers may experience bandwidth limitation on a Lumen Internet Services with a single data flow (a continuous sequence of packets from a source to a destination measured over a network link), although PDR could still be achieved over available bandwidth via additional data flows.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Lumen Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to a) arrange Internet Services using third party providers or b) procure Internet Services from third party providers on Customer's behalf ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Argentina, Brazil, Chile, Colombia, Costa Rica, Countries and Territories of the Caribbean, Ecuador, Mexico, Panama, Peru, and Venezuela. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Border Gateway Protocol (BGP) routing capabilities may not be available for Third Party Internet Service. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party provider(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Commit Plus Burst and Billing Arrangement pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service to Customer (and/or any of its affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen will provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes of this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its peers, then Lumen may in its sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen will provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any port size) or Dedicated Internet Access (10G or 100G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen affiliate, then Lumen, in its sole discretion, will have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

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3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in an Order(s). NRC include applicable installation charges for local -access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Flat-Rate, Commit Plus Burst, or Billing Arrangement billing types. Construction charges apply if special construction is required to extend Service to the demarcation point. If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided under this Service Schedule as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice -Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures that support a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that is designed to protect such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

4. Reserved.

**LUMEN MASTER SERVICE AGREEMENT
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LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, Dynamic Connections or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer under this Service Schedule.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2 Dynamic Connections IPVPN Service Description.

2.2.1 Dynamic Connections IPVPN Service ("Dynamic Connections Service") is a MPLS VPN service utilizing Internet protocol. Dynamic Connections IPVPN (Internet Protocol Virtual Private Network) is a Virtual Connection between ports that may be ordered and disconnected by Customer in near real time. Dynamic Connections is offered between a Virtual Routing and Forwarding connection ("VRF") and a Network Node Interface ("NNI"). The NNI end of the Dynamic Connections Service is a Hosted Port that is located at the premises of, and/or controlled by, a specific Provider. In order to enable Dynamic Connections Service, Customer may utilize an existing VRF on Customer's existing IPVPN network or Customer may elect to create a new VRF. Lumen will notify Customer of acceptance of the requested Service in the Order by delivering the Service. For purposes of this Service Schedule, "Service Order" or "Order" means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean, the online activation of self-provisioned Services, including (i) submitting a request for Service via "create account", "activate", "activate account" or similar request within the portal and self-provisioning requested components; and (ii) agreeing to the applicable order summary or confirmation of Service activation request at the pricing included within the summary or confirmation page by clicking "complete". Anything beyond the Demarcation Point is not the responsibility of Lumen and not part of the Dynamic Connections Service. Dynamic Connections Service will include the Class of Service (CoS) that is provided on Customer's existing IPVPN Service. Notwithstanding any terms to the contrary in the Agreement, the Dynamic Connections Service does not have a Service Term and it may be terminated by Customer any time after the Service is activated. Cancellation charges and termination charges are not applicable to the Dynamic Connections Service.

2.2.2 Customer may access the Services using an API or through the Dynamic Connections Services portal. Lumen may modify the Dynamic Connections Services portal or the APIs or may transition to new APIs at any time. Customer's use of the Dynamic Connections Services portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable terms of use and/or portal terms.

2.2.3 Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

2.2.4 Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Dynamic Connections Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Dynamic Connections Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as

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soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to disconnect the impacted Service(s). For purposes of this Service Schedule, "Provider" will mean the cloud service provider, data center and/or colocation provider.

2.3 Additional Features. Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If an Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the committed information rate or peak information rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access, Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.4 Additional Services. The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order Enterprise Voice SIP Based Service for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Managed Security Services. As an additional Service offering and if available, Customer may separately order certain managed security services ("MSS") which may be available as a cloud-based (MSS-Cloud) solution.

2.5 On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.6 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local -access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either combination is referred to as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged

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Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 Charges and Commencement of Billing for Dynamic Connections Service. Customer will be billed and will pay one-time and monthly charges for Dynamic Connections Service as set forth in the Order. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as a NRC. For Services added at a monthly rate, the first bill cycle will be billed as a NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-ration occurring at both the beginning and end of the connection rounded up to the nearest full day. Lumen will bill Customer the applicable rate for Service based upon the bandwidth and length of time the Service connection is active. Billing for any Service will commence when the Service connection is activated. After a connection is activated, Customer will receive a notice confirming the connection and containing the date and time the connection was activated.

3.3 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer will (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.4 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures which seek to promote a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

3.6 Additional Customer Responsibilities for Dynamic Connections Service.

3.6.1 When the Hosted Port is located at the premises of, and/or is controlled by a Provider then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperability of the Provider's services with the Hosted Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

3.6.2 Customer will separately contract with the Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

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3.6.3 Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer disconnects the respective Service(s); or (b) Lumen disconnects respective Service(s) in response to notification from Customer's Provider that Customer's end point with the Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to disconnect a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so.

3.6.4 Authorization. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Dynamic Connections Services is accurate and complete; and (ii) (a) Customer is duly authorized to do business in the country or countries where Customer operates, and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Dynamic Connections Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to these terms and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

4. Reserved.

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1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **SIP Trunk Service Exhibit**

3. **Cancellation and Termination Charges.** The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call

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processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

8. Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing -related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. Conflicts. If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

11. HIPAA. Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

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SIP TRUNK SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide SIP Trunk ("SIP Trunk" or "Service") under the terms of the Agreement and this Service Exhibit.

"ANI" means automatic number identification.

"Approved Connectivity" means new or existing CenturyLink IQ® Networking. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"IP" means Internet Protocol.

"ISS" means Information Services Schedule which can be found at http://www.centurylink.com/tariffs/qcc_info_services.pdf and which is subject to change. The ISS contains the current rates for domestic and international Off-Net Calls and toll free calls.

"Local Session" means a Session used for the origination and termination of local and long distance telephone calls.

"MATR" means minimum average time requirement.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink QCC services: SIP Trunk, Managed VoIP, Hosted VoIP, Analog VoIP, Digital VoIP, or Integrated Access services that are transmitted through the Service entirely over the CenturyLink QCC IP network and not the PSTN or another carrier's IP network.

"Ported Telephone Number" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distances telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal/> which are subject to change.

"Start of Service Date" means the date CenturyLink notifies Customer that the Service is provisioned and ready for use.

"TN" means a telephone number.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

"Usage Session" means a Session used for the termination of inbound toll free service.

2. Service.

2.1 Description. Service provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. The local and long distance calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on Customer's physical location.

2.2 Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net calls are included in the Service MRC. Domestic and international Off-Net Calls, business white page listings; and directory assistance are optional services that are available for additional charges described on the Summary Page or in the ISS.

2.3 Optional Services. The following optional services are available for the additional charges shown in the Pricing Attachment or other pricing document identified below.

(a) Directory Assistance. A flat per call charge applies to directory assistance.

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- (b) **IP Diversity.** Customer may order more than one CenturyLink IQ Networking port for the purpose of maintaining diverse IP access to the Service. Redundant CenturyLink IQ Networking ports will be purchased separately under the CenturyLink Domestic Network Diversity Service Exhibit for an additional charge. In order for Customer to use CenturyLink IQ Networking port diversity with the Service CenturyLink must configure the Service to make use of the diverse ports. An IP Diversity NRC will apply for such configuration.
- (c) **Directory Listings.** An additional MRC applies to each basic business white page listing of a telephone number.
- (d) **Off-Net Long-Distance:** Off-Net Calls are available at the per minute rates for domestic and international Long Distance service shown in the ISS. Additional per minute charges may apply to each Off-Net Call leg of a conference call.
- (e) **Usage-Based Trunk Groups.** Customer may direct long distance calls to a usage-based Trunk Group. Off-Net LD calls directed to a usage-based Trunk Group will incur usage charges, but will not be charged a per Session charge. LD usage-based trunks are not intended to be used for placing local calls, including 911 calls. Since CenturyLink cannot always capture and provide the correct end user location for 911 calls when made over LD usage-based trunks, 911 calls placed over those trunks may not route to the proper PSAP. In those circumstances, CenturyLink may need to route the 911 call to a default national emergency call routing center, and additional third-party charges may apply. If CenturyLink incurs such additional third-party charges, CenturyLink may bill Customer for such charges. Additionally, Customer acknowledges that if it sends local calls down a usage-based Trunk Group, those calls will incur charges at the Off-Net LD rate. To avoid incremental LD charges on local calls, Customer must configure its PBX to send all local calls to a Session-based Trunk Group.
- (f) **Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.
- (g) **Dedicated VoIP Interconnect.** Dedicated VoIP Interconnect provides Customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with completely separate VPN access to the first network element of the Service. An additional NRC and MRC apply for this Dedicated VoIP Interconnect option. Standard Service (i.e., without the Dedicated VoIP Interconnect option) provides customers using CenturyLink IQ Networking Private Ports or CenturyLink IQ Networking Enhanced Ports with shared VPN access to the same elements at no additional cost.
- (h) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE. If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.
- (i) **Enterprise Diversity.** Customer may purchase optional Enterprise Diversity with the Service. Enterprise Diversity provides a standby Enterprise Session Pool that is only accessible by Customer when the network switch where the pool is built is out of service. The standby pool is a mirrored copy of the primary pool. Enterprise Diversity may provide diverse physical access to the Service. Enterprise Session Pooling is required to enable Enterprise Diversity. Enterprise Diversity applies to all pools within the Enterprise. "Enterprise" means company-wide across all Customer locations.
- (j) **Site/Switch Diversity.** Customer may purchase optional Site/Switch Diversity with Enterprise Diversity Service. Site/Switch Diversity provides a second SIP Trunk Group that homes to a different network facility in the CenturyLink network than the primary Trunk Group. Site/Switch Diversity does not provide diverse physical access to the Service. Enterprise Diversity is required to enable Site/Switch Diversity at a site level.
- (k) **Enterprise Session Pooling.** Customer may purchase optional Enterprise Session Pooling with the Service. Enterprise Session Pooling enables Customer to share SIP Trunk Sessions among SIP Trunk termination locations. CenturyLink provides the first Flat Session Pool at no charge. Additional Flat Session Pools after the first one will be charged as shown in the Pricing Attachment. Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.
- (l) **Toll-Free :** Inbound Toll Free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. Rates for domestic and international Toll Free service are in the ISS.

2.4 Service Conditions. The following conditions apply to the Service:

- (a) **Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment.

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(b) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit.

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. The pricing for the voice services can be found in the ISS. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

(ii) Telemarketing. With respect to any outbound Long Distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments:

ITFS/UIFN	Initial Billing Period	Incremental Billing Period
Inbound International (excluding Mexico) to US	30 seconds	6 seconds
Inbound Canada to US	30 seconds	6 seconds
Inbound US to Canada	30 seconds	6 seconds
Inbound Mexico to US	60 seconds	60 seconds

ITFS/UIFN In certain countries, the following applications are not permitted for ITFS/UIFN: calling card, VRU (Voice Response Unit), operator services, third-country termination, dial tone, dial up access, dead air or any other response the individual carrier deems inappropriate to ITFS. Originating carriers treat all carriers equally regarding these restrictions. Restrictions on usage are imposed on all other carriers, including CenturyLink, by the originating carriers. ITFS service orders violating the restrictive guidelines of the originating carrier will not be processed by CenturyLink's ITFS/UIFN implementation group. Toll-free originating carriers finding usage in violation of their guidelines can, and will, block toll-free numbers on the originating side of the call without notice or appeal. Carriers may change their restrictions to be more restrictive without notice to CenturyLink. Information regarding which country has this type of limitation is located in the "ITFS/UIFN Availability Matrix". CenturyLink is able to supply a copy of the ITFS/UIFN Availability Matrix upon request.

CenturyLink cannot guarantee that all new ITFS/UIFN numbers are tested due to random voluntary testing of ITFS/UIFN numbers by the foreign PTTs. ITFS/UIFN numbers may be disconnected by foreign PTTs without advanced notification due to Customer fraudulent use or no usage. Customer agrees to maintain minimum usage for each number on a regular basis and adhere to the restricted application guideline (as stated in Availability Matrix). In situations when an ITFS/UIFN is disconnected by a foreign PTT, it is the Customer's responsibility to submit an order for a new number. CenturyLink does not guarantee that the same number can be re-instated. All PTT's reserve the right to decline, cancel, or change international services at any time with or without notice.

UIFN is a service which allocates 1 toll free number to be used in multiple foreign countries to call the United States and bill to the number in the United States. Countries which are currently available for UIFN are: Argentina, Australia, Belgium, Brazil, China, Denmark, Finland, France, Germany, Hong Kong, Hungary, Ireland, Israel, Italy, Japan, South Korea, Luxembourg, Macau, Malaysia, Netherlands, New Zealand, Norway, Philippines, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, and United Kingdom. There is an NRC and an MRC, which are applicable per number, regardless of the number of countries in which the number is active. The per minute rates using the UIFN number are the same as the ITFS rates. The UIFN nonrecurring charge and monthly rate applies to any CenturyLink product where the customer subscribes to UIFN(s). All rates are located in the ISS.

(c) Connectivity. As of the effective date of this Service Exhibit, the Service may only be used with Approved Connectivity. Customer must purchase Approved Connectivity separately. CenturyLink may add to the Approved Connectivity list from time to time. The then current list of Approved Connectivity is available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity.

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(d) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(e) Unsupported Calls. The Service does not support collect or third party billing. The Service may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Service does not support remote bridged line appearances ("Remote BLAs"). Customer is specifically instructed not to enable Remote BLAs on its IP devices used with the Service. Additional information regarding potential issues with Remote BLAs is found in the "911 Emergency Service" section of this Service Exhibit.

(f) Area of use. The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

(g) Use of Service at a Temporary Location. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the CenturyLink Business portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3(a) below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

(h) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; (v) otherwise violates any laws; or (vi) constitutes a resale arrangement with a third party (e.g., wholesaling of the Service is not permitted). Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(i) Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(j) Power Outages; Network Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; (vi) the IP enabled devices used with the Service; or (vii) customer's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (g) above, Customer may move the IP handset only.

(k) Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and

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WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

(l) **Telephone Numbers.** Customer must provision at least one TN for use with the Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local and local toll services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(m) **Usage-Based Trunk Group Utilization.** Customer must maintain a peak utilization of usage-based Trunk Groups to support usage-based services of 60 percent or higher. "Peak utilization" means the maximum utilization for a usage-based Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the peak utilization over Customer's usage-based Trunk Groups. If peak utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of Sessions in the affected usage-based Trunk Group such that the peak utilization of the Trunk Group is at least 75%. An MRC will not apply to Sessions assigned to usage-based Trunk Groups.

(n) **Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(o) **Local Origination.** Customer agrees that the SIP Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

2.5 SLA. Service is subject to the SIP Trunk SLA. Approved Connectivity (purchased separately) is subject to the CenturyLink IQ Networking SLA, and not to the SIP Trunk SLA. Both SLAs are posted at <http://www.centurylink.com/legal>. CenturyLink reserves the right to amend the SLAs effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to the SIP Trunk Service, including without limitation any CPE, the Customer Environment, the Customer SIP Signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

(a) **Required Federal Communications Commission ("FCC") Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (**Important:** Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (vi) while maintenance work is being performed. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the

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telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

(b) Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and calling party number for the CenturyLink-Approved 911 Location. The number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that calling party number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

(c) No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

(d) Customer Must Notify End Users of 911 Limits. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.

(e) Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

(f) Use of SIP Diversion Headers on 911 Calls. Customer may only use SIP Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Diversion Headers on all calls, and in particular shall never send SIP Diversion Headers on 911 calls. Sending SIP Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.

(g) Acknowledgement of 911 Limitations. By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

PRINT CUSTOMER NAME:

PRINT CUSTOMER REPRESENTATIVE'S NAME:

CUSTOMER REPRESENTATIVE'S INITIALS:

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and will conclude upon the termination of the last-to-terminate Service ordered hereunder. Either party may cancel Service by providing notice of such cancellation to the other party at least 60 days prior to the date of cancellation. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. The initial Trunk Group will have a minimum term equal to three years ("Minimum Service Term"). The Minimum Service Term will commence on the Start of Service Date for the initial Trunk Group. Customer will be eligible for Service rates applicable to the Minimum Service Term selected. Trunk Groups added after the initial Trunk Group will be coterminous with the initial Trunk Group, and will receive the same Service rates as the initial Trunk

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Group. If prior to the conclusion of the Minimum Service Term (including before the Start of Service Date), Customer cancels Service for reasons other than for Cause, or CenturyLink cancels the Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session and TN MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session and TN MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Minimum Service Term (collectively the "Cancellation Charges").

5. Charges. Charges for the Service are as set forth in the Pricing Attachment. The MRCs and usage charges will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any discounts, promotions or offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the PPU locations where Customer utilizes Service, and not on a temporary CenturyLink -Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the ISS or other Web site designated by CenturyLink for that pricing, or providing any other notice to Customer).

6. AUP. All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal/> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

7. E-Mail Information/Updates. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.

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**1.
PRICING ATTACHMENT**

Service MRCs:

Pricing Component	1 Year Minimum Service Term	2 Year Minimum Service Term	3 Year Minimum Service Term
Flat Local Session (Per Session)	\$40.00	\$35.00	\$30.00
TN Fee (Per TN)	\$0.30	\$0.27	\$0.25
SIP REFER (Per Usage Session*)	\$3.00	\$2.50	\$2.00
Business White Pages Listing (Per Listing**)	\$1.95	\$1.95	\$1.95
Enterprise Diversity*** (Per Enterprise****)	\$400.00	\$325.00	\$250.00
VoIP Site/Switch Diversity (Per Service Instance****)	\$250.00	\$200.00	\$150.00
Dedicated VoIP Interconnect (Per Enterprise****)	\$7,500.00	\$6,500.00	\$5,000.00
QoS (Per Service Instance****)	Waived	Waived	Waived
Enterprise Session Pooling (Per Flat Pool after First Flat Session Pool)*****	\$500.00	\$425.00	\$350.00

* If Customer purchases SIP REFER with Enterprise Session Pooling, the SIP REFER MRC will be applied to all Sessions in the usage-based pool.

** Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") In-Region locations only. "In-Region" means areas within the following states where CenturyLink QC is the incumbent local exchange carrier: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

*** When Site/Switch Diversity is ordered with Enterprise Diversity, both applicable charges apply.

**** Per Enterprise means company-wide across all Customer locations.

***** A service instance is a Trunk Group location. A "Per Service Instance" charge will be billed once for each Trunk Group location ordered by Customer, even if Customer orders multiple Trunk Groups to the same location. For example, if Customer orders SIP Trunk service to two separate locations and orders SIP REFER at both locations, Customer will be charged \$500 X 2, or \$1,000 SIP REFER NRC for both locations, plus the applicable SIP REFER MRC shown in the Service MRCs pricing table above.

***** Customer may also order Usage Pools so long as Customer has purchased Flat Pools. The number of Usage Pools cannot exceed the number of Flat Pools. There is no charge for Usage Pools.

Service NRCs:

Pricing Component	1 Year Minimum Service Term	2 Year Minimum Service Term	3 Year Minimum Service Term
IP Voice Installation (Per Service Instance*)	\$1,000.00	\$1,000.00	\$1,000.00
TN Fee Set Up (Per TN)	\$3.00	\$3.00	\$3.00
TN Porting (Per TN)	\$5.00	\$5.00	\$5.00
8xx Service Activation (Per Service Instance*)	\$350.00	\$350.00	\$350.00
SIP REFER Activation (Per Service Instance*)	\$500.00	\$500.00	\$500.00
Enterprise Diversity Setup (Per Enterprise**)	\$300.00	\$300.00	\$300.00
VoIP Site/Switch Diversity Setup (Per Service Instance*)	\$300.00	\$300.00	\$300.00
IP Diversity Setup (Per Service Instance*)	\$500.00	\$500.00	\$500.00
Dedicated VoIP Interconnect Setup (Per Enterprise**)	\$5,000.00	\$5,000.00	\$5,000.00
Directory Assistance (Per Call)	\$1.99	\$1.99	\$1.99

* A service instance is a Trunk Group location. A "Per Service Instance" charge will be billed once for each Trunk Group location ordered by Customer, even if Customer orders multiple Trunk Groups to the same location. For example, if Customer orders SIP Trunk service to two separate locations and orders SIP REFER at both locations, Customer will be charged \$500 X 2, or \$1,000 SIP REFER NRC for both locations, plus the applicable SIP REFER MRC shown in the Service MRCs pricing table above.

** Per Enterprise means company-wide across all Customer locations.

Customer Information and Contract Specifications

Customer Name: Highlands County
Account Number: 3-A75226

Currency: USD
Monthly Recurring Charges (MRC): \$941.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
590 S COMMERCE AVE SEBRING FLORIDA 33870 3867 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			\$470.00	\$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=500 Mbps							
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical			1	\$471.00	\$0.00	\$471.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 500 Mbps							
	Subtotal						\$941.00	\$0.00
	Totals						\$941.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be

Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: <http://www.lumen.com/ancillary-fees>.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end point's for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it

applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Document No. DOC-0001283476
Scenario: SM10371788

LUMEN®

Signature Block

Customer: Highlands County	
Total MRC: \$941.00	
Total NRC: 0	
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 09-22-2023

Customer Information and Contract Specifications

Customer Name: Highlands County
Account Number: 3-A75226

Currency: USD
Monthly Recurring Charges (MRC): \$1,070.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
6850 W GEORGE BLVD SEBRING FLORIDA 33875 5873 UNITED STATES	Dedicated Internet Access	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	New	36	1			\$599.00	\$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=500 Mbps							
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical			1	\$471.00	\$0.00	\$471.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 500 Mbps							
	Subtotal						\$1,070.00	\$0.00
	Totals						\$1,070.00	\$0.00

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Signature Block

Customer: Highlands County	
Total MRC: \$1,070.00	
Total NRC: 0	
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 09-22-2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: James Langford, P.E., County Engineer

SUBJECT/TITLE: Request authorization for the Chairman to execute the Duval Fleet release (waiver) to purchase the Ford F550 with an incomplete chassis and authorize the County Administrator to execute any necessary documentation to complete the final stage certification and compliance.

STATEMENT OF ISSUE

Attached for your review and consideration is a revised quote from Duval Ford for a new Ford F550 diesel flatbed 4X4 extra cab & chassis truck. The purchase of this vehicle was approved in the adoption of the FY 23/24 Budget; however, as a cost savings measure, County staff is recommending to reuse the existing 2007 Dodge's flat bed and reinstall it on the new truck chassis. Since County staff will be installing the bed inhouse, the dealership is requiring the County to sign the waiver enclosed with the quote.

The waiver was reviewed and conditionally approved by the Count Attorney, and the required corrections were made.

RECOMMENDED ACTION

Request authorization for the Chairman to execute the Duval Fleet release (waiver) to purchase the Ford F550 with an incomplete chassis and authorize the County Administrator to execute any necessary documentation to complete the final stage certification and compliance.

FISCAL IMPACT

The truck is budgeted in Fund 151 (Infrastructure Surtax), Cost Center 4102A (Transportation Projects), Account 54600 (Machinery & Equipment) for fiscal year 23/24.

Attachments: [QUOTE F550 CAB & CHASSIS REVISED 11-28-23.pdf](#)



Prepared for:

Highlands County
Edward "Eddie" Cardona
Traffic Operations Manager
Email: ecardona@highlandsfl.gov
Phone: 863-402-6536
Online: <http://www.highlandsfl.gov>
Address: 4330 George Blvd. Sebring, FL 33875

Contract Holder

11/20/23

Duval Fleet Sales
RICHARD TACKETT
(Work) 904-388-2144
(mobile) 904-343-6266
RICHARD.TACKETT@DUVALMOTOR.COM
405 Lane Avenue North
Jacksonville, FL 32258

\$100

Labor Rate
Parts Q



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.**

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

	Code	Equipment	UNIT PRICE	EXTENDED
0	1	X5H SOUTH	Item 31: Ford F550 4x4 Super Cab Chassis 60" CA	\$ 62,813.00 \$ 62,813.00
		99T.44G	6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20 with manual push-button Engine- Exhaust Braking/TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision	
0	1	X5H.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	\$ 2,018.90 \$ 2,018.90
0	1	EXTERIOR	● Bumper – front, black painted ● Fender vents – front ● Fuel Tank – 40 gallon aft axle ● Glass – solar-tinted ● Grille – black painted ● Scuff plates – front, color-coordinated ● Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) ● "Three Blink" Lane change signal ● Tow hooks – front (2) ● Trailer wiring – 7 wire harness w/relays, blunt cut & labeled ● Wheels – F-350 SRW – 18" Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments – F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included) – F-450, F-550 & F-600 – 19.5" Argent Painted Steel – Manual Locking Hub (4x4) ● Windshield Wipers – intermittent	\$ - \$ -
0	1	INTERIOR	● 8" LCD Productivity Screen: Includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications ● 12V Powerpoint, auxiliary ● Air conditioning – single-zone, manual ● Air conditioning vents – black w/chrome ring and knob ● Cabin Air Particulate Filter ● Door-trim – armrest/grab handle and reflector ● Floor covering – black, full length vinyl ● Mirror – rearview 11.5" day/night ● Outside Temperature Display ● Power Equipment Group ● Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side) ● Steering – power ● Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control ● Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead ● Upfitter switches – 6 located in Overhead Console ● Window – Rear, fixed	\$ - \$ -



0	1	TECH	● Audible Lane Departure Warning ● AutoLamp – Auto On/Off Headlamps ● Cruise Control (Steering wheel-mounted) ● Pre-Collision Assist (PCA) with Automatic Emergency Braking (AEB) ● SYNC® 4— Enhanced Voice Recognition Communication and Entertainment — 911 Assist® — 8” LCD Center Stack screen — AppLink® — Smart-Charging USB port – one (1) — Trailer Brake Controller ● FordPass™ Connect 4G Wi-Fi Modem— 4G LTE Wi-Fi hotspot connects up to 10 devices1 — Remotely start, lock and unlock vehicle2 — Schedule specific times to remotely start vehicle2 — Locate parked vehicle2 — Check vehicle status	\$ -	\$ -
0	1	SAFETY	● AdvanceTrac® with RSC® (Roll Stability Control™) ● Belt-Minder® (front safety belt reminder) ● Driver and passenger frontal airbag; passenger side deactivation switch ● Headlamps – Quad beam jewel effect halogen ● Lamps – Roof marker/clearance – LED ● Mirrors – manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals ● Remote keyless entry ● Safety Belts – w/height adjustment (front-outboard seating positions only) ● Safety Canopy® System (incl. side-curtain airbags) ● Stationary Elevated Idle Control (SEIC) ● Securilock® Passive Anti-Theft System (PATS) ● SOS Post-Crash Alert System	\$ -	\$ -
0	1	X4L	4.30 Ratio Limited Slip Rear Axle [NCO]	\$ 381.15	\$ 381.15
0	1	Trade	1GB3KZCL48F124956 AT 156013 MILES, Chassis only, no bed. Must be in running order	\$ (2,500.00)	\$ (2,500.00)
0	Lbr	BASE CHASSIS QUOTE, Signed acknowledgement required, Tag and title require completed second stage manufacturer's certification of FMVSS requirements			
UNIT COST					\$ 62,713.05
TOTAL QUANTITY		1	TOTAL PURCHASE	\$ 62,713.05	



11/20/23

Highlands County
Edward "Eddie" Cardona
Traffic Operations Manager

Email: ecardona@highlandsfl.gov

Phone: 863-402-6536

Online: <http://www.highlandsfl.gov>

Address: 4330 George Blvd. Sebring, FL 33875

Reg. Purchase orders:

The following Ford Vehicle order number(s) referenced below were requested for purchase using the Florida Sheriff's Association Purchasing contract 23-VEH-21 from Duval Ford LLC located at 1616 Cassat Avenue; Jacksonville, FL 32210 as incomplete chassis utilizing **TBD**. An incomplete chassis as defined by the manufacturer and stamped as such on the MSO (manufacturer's statement of origin) is an automobile not completed by a certified and properly qualified final-stage manufacturer, and chassis does not adhere to applicable legal requirements for proper highway use or final registration. **HIGHLANDS County** assumes full liability pertaining to proper completion, certification, and compliance with State and Federal Highway Safety standards upon acceptance of said vehicle(s). Incomplete vehicles are ineligible for tag and title in Florida since final second stage manufacturing has not occurred. The Florida Department of Motor Vehicles and the Florida Department of Transportation, per Florida Statute requires the final certification of completion be documented. Proper second stage manufacturer's label affixed in door jam and final tare weight are mandatory evidence of final stage manufacture certifying the tare weight of the completed chassis is within the allowable vehicle GVWR requirement and eligible for registration in Florida. The undersigned representative of aforementioned agency releases dealer of record from any and all claims resulting from customer's responsibility for final stage manufacturing of motor vehicle and attests that said agency is qualified, and certified to properly complete, or sublet final stage manufacturing for motor vehicle identification numbers listed below. Customer further warrants that vehicles comply with all NHSTA, FDOT and DHSMV safety regulations and laws pertinent to final stage manufacturing. Improper final stage manufacturing and absence of proper certification sticker affixed in door jam **may void Manufacturer's new vehicle warranty**. Customer further acknowledges that the dealer of record has no responsibility in final completion and dealer is released by way of sale any liability associated with improper installations in final-stage vehicle manufacture.

ORDER NUMBER (s): TBD

Signature of Authorized

Date of Signature

Signature of Notary

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Eric Longshore, Building Official

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-019 for reallocation of funds within the Building Fund.

STATEMENT OF ISSUE

Move funds from the Building Fund's Reserve for Contingency to Machinery and Equipment in order to purchase vehicles approved in the FY23-24 budget that are underfunded due to unexpected cost increases. Two F150 trucks and one pool vehicle were approved during the Fiscal Year process, but due to vendor cost increases, the funds approved will not cover the purchase.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-019 for reallocation of funds within the Building Fund.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General). The funds transfer is within Fund 180 and Cost Center 3440A (Building Department) from Account 59900 (Reserve for Contingency) to Account 56400 (Machinery and Equipment) in the amount of \$20,388.00.

Attachments: [23-24-019 Building Dept Trucks_SUV Purchase \(BA\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

REVIEWED

O.M.B DEPARTMENT

November 14, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 11/13/2023

SUBMITTED BY: Helen Lopez

FUND(S): 180 FUND TITLE(S): Building COST CENTER(S) #: 3440A

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Building Division 180

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	180	3440A	59900	Reserve for Contingency		364,991.00		20,388.00	344,603.00
E	180	3440A	56400	Machinery & Equipment		211,130.00	20,388.00		231,518.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: Amount budgeted for two F150 trucks and one SUV Pool Vehicle is insufficient based off quotes received.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-019

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 5, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request Adoption of Resolution 23-24-29 for Budget Amendment 23-24-021 to appropriate awarded VOCA FY 23/24 grant/project funds.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office received an award from the Office of the Attorney General for victims of crime services (VOCA). This award of \$126,780.00 requires no local match and is split 62.45% (\$79,174.11 / 37.55% (\$47,605.89) between the HCSO & the CAC, respectively. This Budget Amendment is necessary to realign and appropriate budgeted funds for VOCA 23-24 (SO) into Project 23042 and move the match budgeted funds to Reserve as there is no longer a match requirement.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-29 for Budget Amendment 23-24-021 to appropriate awarded VOCA FY 23/24 grant/project funds.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) and the overall budget in the amount of \$39,892.89. This grant was anticipated and budgeted but was awarded at a decreased level and required no match. Any differences between estimated to Actual will be offset with Reserves.

Attachments: [23-24-021 Project 23042 VOCA 23-24 \(SO\) \(BA\).pdf](#)
[23-24-021R Project 23042 VOCA 23-24 \(SO\) \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

November 29, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 11/20/2023

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3327, 9990
PROJECT(S) #: 23042 PROJECT TITLE(S): VOCA 23-24 (SO) COST CENTER TITLE(S): AC/005
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA GRANT		119,067.00		119,067.00	0.00
R	005		3312211Z	VOCA GRANT	23042	0.00	79,174.11		79,174.11
E	005	3327	54900Z	Project Other Chg & Obligation		210,663.00		149,485.00	61,178.00
E	005	3101	51001Z	Project Personal Services	23042	0.00	79,174.11		79,174.11
E	005	9990	59900	Reserve for Contingency		399,689.00	30,418.00		430,107.00
									0.00

REASON: To realign and appropriate budgeted funds for VOCA 23-24 (SO) into Project 23042 and move the match budgeted to Reserve as there is no longer a match required.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-021

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
County Administrator Approved Denied

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

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-29

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-021 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 23-24-021 is hereby approved and authorized to set up and appropriate funding for project #23042 VOCA 23-24 (SO). The fiscal impact is a decrease to Fund 005 (General) and the overall budget in the amount of \$39,892.89. This grant was anticipated and budgeted but was awarded at a decreased level and required no match.

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 5th day of December, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 5, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval to expend funds from the Special Law Enforcement Trust Fund.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to make a contribution to the Mothers Against Drunk Driving Central FL. This donation is in support of the MADD 5K and its purpose is to bring attention to the death and injuries caused by those who drive while under the influence of drugs and alcohol.

RECOMMENDED ACTION

Move to approve to expend funds from the Special Law Enforcement Trust Fund.

FISCAL IMPACT

This contribution of \$5,000 will be funded through the Special Law Enforcement Trust fund (Fund 170), therefore, no fiscal impact to any government agency.

Attachments: [Fund 170 MADD INVOICE.pdf](#)
[Fund_170_RqstExpFunds.pdf](#)



MADD Florida Invoice

Contact: Mothers Against Drunk Driving

Jocelyn Hawkins, Program Manager

MADD Central Florida

Office: 407-831-6233 X7273

Email: jocelyn.hawkins@madd.org

Invoice Date:	11.13.23
To:	Highlands County Sheriff's Office
Invoice Number:	2023 Walk Like MADD - Presenting Sponsor HCSO
Purpose:	2023 Walk Like MADD & MADD Dash Highlands
Organization:	Highlands County Sheriff's Office
Amount:	\$5,000
Balance Due Date:	Within 30 days of receipt
Remit Payment:	Mothers Against Drunk Driving 11954 Narcoossee Road #2-160 Orlando, FL 32832
Notes:	Thank you for sponsoring our 2023 Walk Like MADD & MADD Dash Highlands! On behalf of MADD Central Florida, we appreciate your support!

Please make checks payable to: Mothers Against Drunk Driving – Thank You!



Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org



Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

- OR
- (a) X State Forfeiture Monies under cost Center 3107 Amount requested up to: \$ 5,000.00
- (b) Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: \$

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.

Paul Blackman, in his official capacity as Sheriff for Highlands County, Florida

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____
Telephone: _____ Fax: _____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

- OR
- (a) State Forfeiture Monies under Cost Center 3107 Amount requested up to: \$
- (b) Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: \$

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature: _____
Agency or Organization Representative

Date

For HCSO Use Only

Approved by: _____
Sheriff or Designee

Date

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Sarah Beth Rogers, Economic Development Manager

SUBJECT/TITLE: Request adoption of Resolution 23-24-23 providing a pledge of support for the Avon Park Executive Airport appropriation request.

STATEMENT OF ISSUE

The Avon Park Executive Airport has requested support of their appropriation request for funding for infrastructure improvements; these improvements are vital to any economic development activity of the airport and greater Avon Park Airport and Industrial Park.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-23 providing a pledge of support for the Avon Park Executive Airport appropriation request.

Attachments: [Res. 23-24-23.AP Airport Project.Support.sgs.pdf](#)

RESOLUTION NO. 23-24-23

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO THE AVON PARK EXECUTIVE AIRPORT
PROJECT APPROPRIATIONS REQUEST; PROVIDING
FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING
FOR A PLEDGE OF SUPPORT; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Avon Park Executive Airport is seeking to complete the request from legislative session 23-24 by acquiring the remaining land needed for life safety, transportation, reduction of residential encroachment, and provision of space for the Department of Emergency Management (FDEM) in an emergency disaster response, as well as, improve groundwater quality with an improved waste water treatment center; and

WHEREAS, the land acquisition and waste water treatment improvements associated with the Avon Park Executive Airport Project will help to protect the Lake Okeechobee Basin and allow for a reliable water source for fire safety and human consumption, and promote economic growth in the aviation industrial park; and

WHEREAS the Avon Park Executive Airport Project has been selected by Duke Energy for its Advanced Site Selection/Certification Program which will benefit the Highlands County region greatly in the event of a named storm as it will enable the Avon Park Executive Airport to provide enhanced ability for staging Duke Energy trucks, in addition to serving FDEM as needed; and

WHEREAS, the Avon Park Executive Airport Project will provide immediate utility and development construction jobs, as well as, long-term jobs relating to agricultural, aviation, light manufacturing and emergency response; and

WHEREAS, Highlands County recognizes the importance of and strongly supports the Avon Park Executive Airport Project and associated infrastructure improvements.

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. Pledge of Support. Highlands County hereby pledges its support for state appropriation funding for the Avon Park Executive Airport Project, which includes waste water utility improvements and acquisition of the remaining land needed to complete the project to support economic development, a Biotech Center and Logistical Staging area for emergency disaster relief.

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. Directions to the County Administrator. The County Administrator is directed to forward this Resolution along with the supporting Resolution supplied by the District to the offices of Representative Kaylee Tuck and Senator Erin Grall.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to its support for state appropriation funding for the Avon Park Executive Airport Project as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____,
Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Decembere 5, 2024

PRESENTER: Dustin Fitch, Interim Deputy Chief

SUBJECT/TITLE: Request approval of Resolution 23-24-30 amending the master fee schedule to include Certificate of Public Convenience and Necessity (COPCN) Provisional Operational Fee, Advertising/Mailing Fees as well as an increase to Hospital "Hold the Wall" Fee.

STATEMENT OF ISSUE

As of December 5, 2024 the Board will be providing Public Safety directly of this and there is a need to approve the fee schedule that will be utilized by the Emergency Medical Services. The County Master Fee Schedule for fiscal year 2023/2024 was adopted during the budget final public hearing on September 19, 2023, under Resolution No.: 22-23-191, and this item will allow for an amendment to the Master Fee Schedule to include the Public Safety COPCN additonal fees and Emergency Medical Services increase to Hospital "Hold the Wall" fee.

RECOMMENDED ACTION

Move to approve Resolution 23-24-30 amending the master fee schedule to include Certificate of Public Convenience and Necessity (COPCN) Provisional Operational Fee, Advertising/Mailing Fees as well as an increase to Hospital "Hold the Wall" Fee.

FISCAL IMPACT

An increase to General Fund (005) is based on variable circumstances due to the number of COPCN applications submitted and Hospital "Hold the Wall" occurrences throughout the year.

Attachments: [Amending.COPCN Fee.HoldtheWall.SGS.pdf](#)

RESOLUTION NO. 23-24-30

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA AMENDING THE MASTER FEE SCHEDULE ADOPTED UNDER RESOLUTION NO.: 22-23-191; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE ADOPTION OF AN AMENDMENT TO THE MASTER FEE SCHEDULE; 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, to the extent possible and reasonable, County services should be supported by fees and charges in order to provide maximum flexibility in the use of general County taxes to provide for a broader public benefit; and

WHEREAS, the Highlands County has enacted various codes and ordinances which provide for the creation and maintenance of a multitude of County programs and/or services, the nature of which require funding, at least in part, by user fees; and

WHEREAS, it is fiscally prudent and appropriate for the County, from time-to-time, to establish the reasonable fees and charges for administering the various programs and services provided by the County; and

WHEREAS, all of the fees set forth herein are equitable and necessary for the program, service or function supported by the same.

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

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

SECTION 2. Amendment to the Master Fee Schedule.

A. The Fee Schedule for Certificates of Public Convenience and Necessity (COPCN) is hereby amended as set forth in **Exhibit "A"** attached hereto and shall be added to and supplement the County Master Fee Schedule established under Highlands County Resolution No.: 22-23-191.

B. A fee for Hospital "Hold the Wall", attached hereto as **Exhibit "B"** is hereby established and shall be added to and supplement the County Master Fee Schedule established under Highlands County Resolution No.: 22-23-191.

SECTION 4. 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 5. Savings Clause. All prior actions of Highlands County pertaining to the amendments to the County Master Fee Schedule adopted under Highlands County Resolution No.: 22-23-191, 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 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of December 2023.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

Jerome Kaszubowski,
Highlands County Clerk of Court

Exhibit “A”
Amendment to
COPCN Fees

COPCN FEES	
Provisional Operational Fee	\$1,000.00
Advertising Fee	Actual Cost
Mailing Fee	Actual Cost

Exhibit "B"
Hospital Hold the Wall Fee

Hospital "Hold the Wall"	\$200.00/per hour after the first 30 minutes
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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Lumen voice master service agreement.

STATEMENT OF ISSUE

The Clerk of Courts Information Technology team is recommending replacement of the County's PRI-based phone system connection with a SIP-based connection.

The current PRI connection is a legacy technology and SIP is more cost-effective, easier to scale and offers more flexibility. Lumen has proposed two SIP trunks with one at the Government Center and the other at the EOC. Calls will be directed to the Government Center circuit primarily and will automatically failover to the EOC circuit if the Government Center circuit goes down. The cost of long-distance calling is less than 1 cent per minute and includes 50,000 PPM (prepaid minutes). The fixed cost for the PPM is less than the current variable long-distance cost and will negate the need to spread the cost for long-distance separately from the cost of the phone trunks. Lumen has reduced the number of call paths from 115 to 92 by anticipating that combining the separate groups of DID'S that land on the EOC and Government Center PRI's will reduce the number of simultaneous call paths needed. Lumen's cloud-based portal can be used to monitor usage and make changes with a short turn around.

RECOMMENDED ACTION

Move to approve the Lumen voice master service agreement.

FISCAL IMPACT

Phone (voice) costs are budgeted throughout various Board cost centers for FY23-24. The projected monthly savings is \$1,176.22, which is \$14,114.64 annually.

Attachments: [Lumen Master Service Agreement_Voice Services 12-5-23.pdf](#)

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP** ("Lumen") and **HIGHLANDS COUNTY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Local Access Service Exhibit**
- **Ethernet Line Service, Ethernet Local Area Network Service, Ethernet Access Service, Ethernet Private Line Service, and Ethernet Virtual Private Line Service (Lease) – Service Schedule**
- **Lumen MPLS (IPVPN and VPLS) VPN Service**

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "Off-Net" Service, third party termination charges for the cancelled Service; (2) for "On-Net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one Off-Net provider to another or to the Lumen On-Net service, and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

9.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer's payment and invoice preferences deviate from Lumen's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

10.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation,

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appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

10.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

11. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

12. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

13. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

14. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

15. General Terms.

15.1 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

15.2 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

15.3 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

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15.4 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

15.5 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

15.6 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under the Agreement will constitute a waiver of such right(s).

15.7 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

HIGHLANDS COUNTY

Alex Khanin

Alex Khanin 11/29/2023 10:05 MST

Authorized Signature

Authorized Signature

Alex Khanin

Name Typed or Printed

Name Typed or Printed

Manager Offer Management

Title

Title

Nov 29, 2023

Date

Date

Customer's Address for Notices: 590 S Commerce Ave,
Sebring, FL 33870-3809;
Person Designated for Notices: General Counsel

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1. General. This Service Exhibit is applicable only where Customer orders CenturyLink Local Access Service (the "Service") and incorporates the terms of the Master Service Agreement or other service agreement and the RSS under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Exhibit. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. If a generic demarcation point (such as a street address) is provided, the demarcation point for On-Net Access will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-Net Access demarcation points will be the off-net vendor's MPOE. If the Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services. Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment maintenance and repairs on Customer's side of the demarcation point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA means Service under Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only).

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps.

2.2.1 Use of IP Connection. In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Off-Net Access. "On-Net Access" is provided on the CenturyLink owned and operated network. Any access not provided on the CenturyLink owned and operated network is "Off-Net Access." Customer may request a specific "Preferred Provider" for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection. Unless otherwise covered by another SLA, On-Net Access is subject to the On-Net Local Access Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic

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Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ® Networking Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Customer may submit requests for Service in a form designated by CenturyLink ("Order"). CenturyLink will notify Customer of acceptance of an Order for Service by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), or by delivering the Service. Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of an Order. In lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This termination right will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

4. Charges. Customer will pay the rates set forth in a quote or Order and all applicable ancillary Service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the delivery of a Connection Notice for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the delivery of the Connection Notice to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer must pay such charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to Orders where Customer requests the delivery of Service one or more days before the Customer Commit Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA Orders (where underlying local access provider allows CenturyLink to order an expedited service.)

(b) Construction. Construction charges apply if: (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Schedule are required beyond the demarcation point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(c) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Off-Net Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(d) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

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5. Term; Cancellation.

5.1 Term. The term of an individual Service continues for the number of months specified in the quote or Order for Service issued by CenturyLink ("Service Term"). Excluding voice loops and Data Center Access with a month-to-month Service Term, the Service Term will not be less than 12 months. Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice.

5.2 Cancellation and Termination Charges.

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for Off-Net Access, third party termination charges for the cancelled Service; (2) for On-Net Access one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) Customer Provided Access—Cancellation of Connectivity after Delivery of a Connection Notice. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Provisioning, Maintenance and Repair. CenturyLink may re-provision any local access circuits from one off-net provider to another or to On-Net Access and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. If third-party local access services are required for the Services, Customer will: (4) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (5) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (6) where a related Service is disconnected, provide CenturyLink a written DFOC from the relevant third-party provider.

7. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This Section replaces the Cancellation and Termination Charges Section in the Agreement:

Termination. Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Out-of-Service Credit. For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes

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Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

7.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

7.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

7.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

8. Definitions.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET
PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)
SERVICE SCHEDULE**

1. **General.** This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), Ethernet Leased Line (ELL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 **Additional General Terms.** Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. **Services.**

2.1 **Ethernet Line Service (E-Line).** E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 2.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 **Ethernet LAN Service (E-LAN).** E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 2.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 **Ethernet Access Service (E-Access).** E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 2.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 **Ethernet Private Line (EPL).** Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

2.5 **Ethernet Virtual Private Line (EVPL).** Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

2.6 **Ethernet Leased Line (ELL).** In certain locations where Lumen does not have On-Net Service, Lumen may choose to a) arrange ethernet Services using third party providers; or b) procure ethernet Services from third party provider(s) on Customer's behalf (Ethernet Lease Line). Ethernet Leased Line is a point-to-point circuit that can traverse between any two UNIs, can be configured as a virtual private service, and will be delivered completely Offnet by third party providers. Customer understands and acknowledges that Ethernet Leased Line is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Ethernet Lease Line to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Ethernet Leased Line Service to enable installation, maintenance, repair, and disconnection of Services.

2.7 **Services from Others.** Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

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ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET
PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)
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2.8 Service Levels. Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

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LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer ("Agreement") and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, Dynamic Connections or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer under this Service Schedule.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network ("VPN") services, IPVPN and VPLS, providing private site-to-site communications over Lumen's MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together "Customer Sites") through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN ("SNLAN") allows multiple Customer locations to interconnect within a single Lumen-defined metro area network ("MAN"). The VPLS offer of Extended Native LAN ("ENLAN") allows Customer to connect multiple SNLAN networks between MANs.

2.2 Dynamic Connections IPVPN Service Description.

2.2.1 Dynamic Connections IPVPN Service ("Dynamic Connections Service") is a MPLS VPN service utilizing Internet protocol. Dynamic Connections IPVPN (Internet Protocol Virtual Private Network) is a Virtual Connection between ports that may be ordered and disconnected by Customer in near real time. Dynamic Connections is offered between a Virtual Routing and Forwarding connection ("VRF") and a Network Node Interface ("NNI"). The NNI end of the Dynamic Connections Service is a Hosted Port that is located at the premises of, and/or controlled by, a specific Provider. In order to enable Dynamic Connections Service, Customer may utilize an existing VRF on Customer's existing IPVPN network or Customer may elect to create a new VRF. Lumen will notify Customer of acceptance of the requested Service in the Order by delivering the Service. For purposes of this Service Schedule, "Service Order" or "Order" means a service order request submitted on a form issued by Lumen and signed or agreed by Customer that includes the type and details of the specific Services ordered by Customer. A Service Order will also mean, the online activation of self-provisioned Services, including (i) submitting a request for Service via "create account", "activate", "activate account" or similar request within the portal and self-provisioning requested components; and (ii) agreeing to the applicable order summary or confirmation of Service activation request at the pricing included within the summary or confirmation page by clicking "complete". Anything beyond the Demarcation Point is not the responsibility of Lumen and not part of the Dynamic Connections Service. Dynamic Connections Service will include the Class of Service (CoS) that is provided on Customer's existing IPVPN Service. Notwithstanding any terms to the contrary in the Agreement, the Dynamic Connections Service does not have a Service Term and it may be terminated by Customer any time after the Service is activated. Cancellation charges and termination charges are not applicable to the Dynamic Connections Service.

2.2.2 Customer may access the Services using an API or through the Dynamic Connections Services portal. Lumen may modify the Dynamic Connections Services portal or the APIs or may transition to new APIs at any time. Customer's use of the Dynamic Connections Services portal and/or APIs are governed by the Agreement, all applicable Service Attachments, and the applicable terms of use and/or portal terms.

2.2.3 Service is available in various bandwidths. Service is subject to availability and available configuration options for the Service may vary as directed by the applicable Provider(s).

2.2.4 Lumen may, in its reasonable discretion and without liability: (i) delay or cancel an addition of, or change to Dynamic Connections Service(s) by Customer if the Provider is unable to timely accommodate the addition or change, and/or (ii) modify or terminate the affected Dynamic Connections Service if the Provider modifies or terminates its arrangement with Lumen in a manner which interferes with Lumen's ability to provide the Service(s) or to do so at the existing price. Lumen may terminate Customer's Service upon reasonable notice if Lumen exercises a right to terminate the Provider's service for any reason. Lumen will inform Customer as

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soon as commercially practicable if this occurs. Customer's sole and exclusive remedy under this provision is to disconnect the impacted Service(s). For purposes of this Service Schedule, "Provider" will mean the cloud service provider, data center and/or colocation provider.

2.3 Additional Features. Additional features and functionality may include:

- a. **Enhanced Reporting.** Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as "Enhanced Reporting"). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer's location, Enhanced Management will be included with Customer's MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA's for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.
- b. **Class of Service (CoS).** Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If an Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the committed information rate or peak information rate.
- c. **Smart Demarcation.** In certain locations, where available, for VPN and VPLS services with Ethernet access, Lumen provides 'Smart Demarcation' which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or "NID") used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.4 Additional Services. The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

- a. **Lumen Internet Services.** As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internetservices providing access to the Lumen IP Network and the global internet.
- b. **Lumen Enterprise Voice SIP Based Services.** As part of a Converged Service, Customer may order Enterprise Voice SIP Based Service for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.
- c. **Application Performance Management.** As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management ("APM") which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element ("ASE").
- d. **Managed Network Services.** As an additional Service offering, where available Customer may order Lumen Managed Network Services ("MNS") in which Customer premises equipment ("CPE") is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.
- e. **Managed Security Services.** As an additional Service offering and if available, Customer may separately order certain managed security services ("MSS") which may be available as a cloud-based (MSS-Cloud) solution.

2.5 On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.6 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Customer will be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Lumen Enterprise Voice SIP Based Services (either combination is referred to as a "Converged Service") such charges will show on the invoice as Converged Services. For clarification, the Converged

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Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 Charges and Commencement of Billing for Dynamic Connections Service. Customer will be billed and will pay one-time and monthly charges for Dynamic Connections Service as set forth in the Order. Hourly charges will be rounded up to the next hour, billed in arrears, and appear on the invoice as a NRC. For Services added at a monthly rate, the first bill cycle will be billed as a NRC in arrears and subsequent bill cycles will be billed as MRC in advance with pro-rata occurring at both the beginning and end of the connection rounded up to the nearest full day. Lumen will bill Customer the applicable rate for Service based upon the bandwidth and length of time the Service connection is active. Billing for any Service will commence when the Service connection is activated. After a connection is activated, Customer will receive a notice confirming the connection and containing the date and time the connection was activated.

3.3 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen will revert to Lumen upon termination of Service, and Customer will cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer's Site, Customer will (i) provide access at each Site for installation, implementation and maintenance ("Work") at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer's expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.4 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information ("Business Contact Information") for its employees ("Business Contacts") who have purchasing or other responsibilities relevant to Lumen's delivery of international Service under this Service Schedule. Customer consents to Lumen's and its affiliates or subcontractors' use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen's products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen's processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established ("Authority"). Customer will notify Lumen promptly of staffing or other changes that affect Lumen's use of Business Contact Information. Lumen will have in place technical and organizational measures which seek to promote a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

3.6 Additional Customer Responsibilities for Dynamic Connections Service.

3.6.1 When the Hosted Port is located at the premises of, and/or is controlled by a Provider then Customer is solely responsible for obtaining from the Provider, delivering to Lumen, and maintaining any necessary letters of authorization or permissions to connect the Service to the Hosted Port and the Provider's services. Customer consents and directs Lumen to disclose to the Provider certain information about the Service to the extent reasonably necessary to provide such Service, including, Customer's name, type, and location of interconnection, technical information required to configure the interconnections, utilization rate of the Service, as well as information concerning outages, maintenance, and operational status of the Service. Lumen is not responsible for the technical interoperation of the Provider's services with the Hosted Port. Lumen may terminate the Service(s) without liability if Lumen loses the ability to continue logical or physical connection to the Provider as directed by the Provider.

3.6.2 Customer will separately contract with the Provider for its access to the Provider. Customer's contractual relationship with the Provider is completely independent from Customer's contractual relationship with Lumen. Lumen is not a representative or agent of Provider, nor is Lumen responsible for Provider's performance of its obligations to Customer, or for Provider's acts or omissions. Lumen is not responsible to maintain, bill, or pay for any service provided to Customer by the Provider. Similarly, Provider is not responsible to maintain or pay for the Dynamic Connections Service.

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3.6.3 Customer is responsible for all charges resulting from Customer's addition of Service(s) until such time as (a) Customer disconnects the respective Service(s); or (b) Lumen disconnects respective Service(s) in response to notification from Customer's Provider that Customer's end point with the Provider associated with the Service is permanently inoperable and cannot be repaired. Customer agrees that Lumen has the right to disconnect a Service where the end point with the cloud Provider is in a permanently inoperable state as described in the preceding subsection (b), but Lumen is under no obligation to do so.

3.6.4 Authorization. Customer represents and warrants that: (i) the information Customer provides in connection with Customer's registration for the Dynamic Connections Services is accurate and complete; and (ii) (a) Customer is duly authorized to do business in the country or countries where Customer operates, and (b) Customer's employees, officers, representatives, agents or others accessing the Services or building additional servers or adding additional Services via self-serve or fulfilling other actions made available on its behalf through the Dynamic Connections Services portal are duly authorized and have full legal capacity (and are therefore, where applicable or required by local law or regulation, granted special, ample and sufficient power of attorney) to do so and to legally bind Customer to these terms and all transactions conducted under Customer's account. Customer may only use the Services to store, retrieve, query, serve, and execute Customer Data that is owned, licensed, or lawfully obtained and processed by Customer.

4. Reserved.

Document No. DOC-0001313763
Scenario: SM10356494

Customer Information and Contract Specifications

Customer Name: Highlands County
Account Number: 3-A75226

Currency: USD
Monthly Recurring Charges (MRC): \$900.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
590 S COMMERCE AVE SEBRING FLORIDA 33870 3867 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$300.00	\$0.00
	Subtotal						\$300.00	\$0.00
590 S COMMERCE AVE SEBRING FLORIDA 33870 3867 UNITED STATES	IP VPN Logical Interface (100 Mbps CIR, Flat Rate)	New	36	1	\$150.00	\$0.00	\$150.00	\$0.00
	- Committed Information Rate (CIR) = 100 Mbps							
	Subtotal						\$150.00	\$0.00
6850 W GEORGE BLVD SEBRING FLORIDA 33875 5873 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$300.00	\$0.00
	Subtotal						\$300.00	\$0.00
6850 W GEORGE BLVD SEBRING FLORIDA 33875 5873 UNITED STATES	IP VPN Logical Interface (100 Mbps CIR, Flat Rate)	New	36	1	\$150.00	\$0.00	\$150.00	\$0.00
	- Committed Information Rate (CIR) = 100 Mbps							
	Subtotal						\$150.00	\$0.00
	Totals						\$900.00	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify

transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific, Europe, Middle East, Africa or Latin America region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore, South Korea and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Document No. DOC-0001313763
Scenario: SM10356494

LUMEN[®]

Signature Block

Customer: Highlands County	
Total MRC: \$900.00 Total NRC: 0	
Signature:	
Name:	_____
Title:	_____
Date:	_____

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 11-27-2023

Proposal prepared for Highlands County - Quote# 12886571 - S



Quote # 12886571

Proposal									
Pricing Prepared For			Prepared On		Price Valid Until		Currency	Total Mrc	Total Nrc
Highlands County			11/27/2023		02/19/2024		USD	0.00	0.00
Voice Complete Standard									
Term	Total Mrc				Total Nrc			# Sites	
3 Years	See Rate Sheet				See Rate Sheet			See Rate Sheet	
Summary					Coordinated Services				
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID	
00		00							
Product Details									
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc
Voice Complete			See Rate Sheet						
Prepaid Minute Plan			See Rate Sheet						

Order Terms and Conditions	
1. Lumen is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. 2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability, or otherwise, Customer is deemed to accept the increase. 3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services. 4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order). In such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 day's written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger. 5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service. 6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order. 7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes. 8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges. 9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For collocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection. 10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia. 11. If your network service under this Order utilizes off-net TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.	
911 Acknowledgement	
BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT http://www.centurylink.com/legal/HV/QSIP/911advisory.pdf.	
Declarations and Signatures	
Customer submits this document as a Customer Order.	
Authorized Signature	
Name:	
Title:	
Date:	

Voice Rates prepared for Highlands County- Quote# 12886571

LUMEN®

Voice Rate Sheet

Deal# 11655922

Quote# 12886571

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	Highlands County	USD	3 Years	2/19/2024	11/21/2023 4 08 04 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	8.00	27.00	34.00	38.00	87.00	8.00
GBP	6.42	21.66	27.28	30.49	62.81	6.42
EUR	7.33	24.74	31.15	34.82	79.72	7.33

*Plan maximum included minutes of 5000 minutes per CCP

□Plan 1 includes United States Local Calling

□Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France

□Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany

□Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands

□Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone

□Measured: Every call is rated

CCP (Concurrent Call Path)						
Call Type Feature						
Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes		
Currency	MRC	NRC	MRC	NRC	MRC	NRC
USD		100.00		250.00	10.00	15.00
GBP		80.24		200.59	8.02	12.04
EUR		91.63		229.07	9.16	13.74

Feature Packs						
Feature Pack 1		Feature Pack 2		Mobility Feature Pack		
Currency	MRC	NRC	MRC	NRC	MRC	NRC
USD			3.00		1.50	
GBP			2.41		1.20	
EUR			2.75		1.37	

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC

Voice Rates prepared for Highlands County- Quote# 12886571

10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	450.00	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1 MRC	Prepaid Minute Plan 2 MRC	Prepaid Minute Plan 3 MRC	Prepaid Minute Plan 4 MRC	Prepaid Minute Plan 5 MRC
10,000 Prepaid Minutes	19.26	80.04	101.94	134.80	289.60
50,000 Prepaid Minutes	96.28	361.06	509.70	652.92	1448.02
100,000 Prepaid Minutes	192.57	800.36	1019.40	1305.84	2896.03
250,000 Prepaid Minutes	457.35	1940.87	2421.08	3101.38	6878.07
500,000 Prepaid Minutes	895.44	3801.70	4740.22	6072.18	13466.53
750,000 Prepaid Minutes	1299.83	5582.48	6880.96	8814.45	19548.18
1,000,000 Prepaid Minutes	1694.59	7203.21	8970.13	11491.43	25485.03
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1 MRC	Prepaid Minute Plan 2 MRC	Prepaid Minute Plan 3 MRC	Prepaid Minute Plan 4 MRC	Prepaid Minute Plan 5 MRC
10,000 Prepaid Minutes	21.99	91.40	116.42	153.94	330.73
50,000 Prepaid Minutes	109.96	412.33	582.08	745.64	1653.63
100,000 Prepaid Minutes	219.91	914.01	1164.15	1491.27	3307.26
250,000 Prepaid Minutes	522.29	2216.47	2764.87	3541.77	7854.74
500,000 Prepaid Minutes	1022.59	4341.53	5413.32	6934.42	15378.75
750,000 Prepaid Minutes	1484.40	6375.19	7858.05	10066.09	22323.99
1,000,000 Prepaid Minutes	1935.22	8226.05	10243.87	13123.20	29103.86
Customized Prepaid Minutes					

□ Plan 1 includes United States Local Calling
□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden
□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands
□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain
□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium UK mobile Calling 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			MRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	4.01	4.58	3.00	2.41	2.75
Directory Listing Caption	5.00	4.01	4.58	3.00	2.41	2.75
Directory Listing Foreign Additional Listing	12.00	9.63	11.00	3.00	2.41	2.75
Directory Listing Non Pub	3.00	2.41	2.75	3.00	2.41	2.75
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.41	2.75	3.00	2.41	2.75
Interstate - Per Call Surcharge Directory Assistance				1.99	1.60	1.82
Intrastate - Per Call Surcharge Directory Assistance				0.69	0.55	0.63

Voice Rates prepared for Highlands County- Quote# 12886571

LD Oper Chg: Person-to-Person Per Call Surcharge				3.50	2.81	3.21
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75	1.40	1.60
Telephone Number Vanity Charge				100.00	80.24	91.63
Telephone Number	0.15	0.12	0.14			
Port Charge Per Telephone Number						
Telephone Number with Teams/Lync 911	0.35	0.28	0.32	2.00	1.60	1.83

National Voice Services Outbound - United States									
Rates are per minute / 15 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0100	.0115						
Intrastate (All States)	.0125	.0100	.0115						
Local	.0125	.0100	.0115						

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.41	2.75			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	20.06	22.91
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	12.04	13.74	15.00	12.04	13.74
United States Toll Free Call Type Feature	National Directory Assistance	20.00	16.05	18.33			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.50	0.57
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Time of Day Routing	10.00	8.02	9.16			
United States Toll Free Call Type Feature	Vanity Number						

Toll Free/Free Phone - United States					
Rates are per minute / 15 second minimum / 6 second rounding					
		Rate Per Minute			
		USD	GBP	EUR	
United States Interstate	Interstate		.0150	.0120	.0137
United States Canadian Origination	United States		.0700	.0562	.0641
United States Intrastate	Alabama		.0150	.0120	.0137
United States Intrastate	Alaska		.0180	.0144	.0165
United States Intrastate	Arizona		.0150	.0120	.0137
United States Intrastate	Arkansas		.0180	.0144	.0165
United States Intrastate	California		.0150	.0120	.0137
United States Intrastate	Colorado		.0150	.0120	.0137
United States Intrastate	Connecticut		.0150	.0120	.0137
United States Intrastate	Delaware		.0150	.0120	.0137
United States Intrastate	Florida		.0150	.0120	.0137
United States Intrastate	Georgia		.0150	.0120	.0137
United States Intrastate	Hawaii		.0180	.0144	.0165
United States Intrastate	Idaho		.0180	.0144	.0165

Voice Rates prepared for Highlands County- Quote# 12886571

United States Intrastate	Illinois	.0150	.0120	.0137
United States Intrastate	Indiana	.0150	.0120	.0137
United States Intrastate	Iowa	.0250	.0201	.0229
United States Intrastate	Kansas	.0180	.0144	.0165
United States Intrastate	Kentucky	.0180	.0144	.0165
United States Intrastate	Louisiana	.0150	.0120	.0137
United States Intrastate	Maine	.0180	.0144	.0165
United States Intrastate	Maryland	.0180	.0144	.0165
United States Intrastate	Massachusetts	.0150	.0120	.0137
United States Intrastate	Michigan	.0150	.0120	.0137
United States Intrastate	Minnesota	.0180	.0144	.0165
United States Intrastate	Mississippi	.0180	.0144	.0165
United States Intrastate	Missouri	.0150	.0120	.0137
United States Intrastate	Montana	.0250	.0201	.0229
United States Intrastate	Nebraska	.0180	.0144	.0165
United States Intrastate	Nevada	.0150	.0120	.0137
United States Intrastate	New Hampshire	.0180	.0144	.0165
United States Intrastate	New Jersey	.0150	.0120	.0137
United States Intrastate	New Mexico	.0150	.0120	.0137
United States Intrastate	New York	.0180	.0144	.0165
United States Intrastate	North Carolina	.0150	.0120	.0137
United States Intrastate	North Dakota	.0550	.0441	.0504
United States Intrastate	Ohio	.0150	.0120	.0137
United States Intrastate	Oklahoma	.0180	.0144	.0165
United States Intrastate	Oregon	.0150	.0120	.0137
United States Intrastate	Pennsylvania	.0180	.0144	.0165
United States Intrastate	Rhode Island	.0180	.0144	.0165
United States Intrastate	South Carolina	.0150	.0120	.0137
United States Intrastate	South Dakota	.0180	.0144	.0165
United States Intrastate	Tennessee	.0150	.0120	.0137
United States Intrastate	Texas	.0150	.0120	.0137
United States Intrastate	Utah	.0150	.0120	.0137
United States Intrastate	Vermont	.0180	.0144	.0165
United States Intrastate	Virginia	.0180	.0144	.0165
United States Intrastate	Washington	.0150	.0120	.0137
United States Intrastate	West Virginia	.0180	.0144	.0165
United States Intrastate	Wisconsin	.0180	.0144	.0165
United States Intrastate	Wyoming	.0180	.0144	.0165

International				
International Outbound				
Rates are per minute / 15 second minimum / 6 second rounding				
Country	Dedicated Rate Per Minute (USD)	Dedicated Rate Per Minute (GBP)	Dedicated Rate Per Minute (EUR)	
Afghanistan	.3000	.2407	.2749	
Afghanistan-Mobile	.3200	.2568	.2932	
Albania	.2400	.1926	.2199	
Albania-Mobile	.6000	.4814	.5498	
Algeria	.1000	.0802	.0916	
Algeria-Mobile	.6800	.5456	.6231	

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American Samoa	.0500	.0401	.0458
Andorra	.1800	.1444	.1649
Andorra-Mobile	.3500	.2808	.3207
Angola	.1000	.0802	.0916
Angola-Mobile	.2600	.2086	.2382
Anguilla	.4000	.3209	.3665
Anguilla-Mobile	.4200	.3370	.3848
Antarctica	2.6000	2.0861	2.3824
Antarctica-Norfolk Island	1.6638	1.3350	1.5245
Antigua and Barbuda	.3000	.2407	.2749
Antigua and Barbuda-Mobile	.4015	.3221	.3679
Argentina	.0330	.0265	.0302
Argentina-Buenos Aires	.0330	.0265	.0302
Argentina-Mobile	.2200	.1765	.2016
Armenia	.3800	.3049	.3482
Armenia-Mobile	.3800	.3049	.3482
Aruba	.1500	.1204	.1374
Aruba-Mobile	.3300	.2648	.3024
Ascension Island	1.7500	1.4041	1.6035
Australia	.0200	.0160	.0183
Australia-Melbourne	.0120	.0096	.0110
Australia-Mobile	.0354	.0284	.0324
Australia-Perth	.0120	.0096	.0110
Australia-Sydney	.0120	.0096	.0110
Austria	.0800	.0642	.0733
Austria-Mobile	.0800	.0642	.0733
Austria-NGN	.3494	.2803	.3202
Azerbaijan	.5000	.4012	.4581
Azerbaijan-Mobile	.4000	.3209	.3665
Bahamas	.3535	.2836	.3239
Bahamas-Mobile	.3521	.2825	.3226
Bahrain	.2200	.1765	.2016
Bahrain-Mobile	.2200	.1765	.2016
Bahrain-NGN	.2200	.1765	.2016
Bangladesh	.0600	.0481	.0550
Bangladesh-Mobile	.0600	.0481	.0550
Barbados	.2200	.1765	.2016
Barbados-Mobile	.3200	.2568	.2932
Belarus	.4500	.3611	.4123
Belarus-Mobile	.4500	.3611	.4123
Belgium	.0500	.0401	.0458
Belgium-Mobile	.3682	.2954	.3374
Belgium-Mobile Base	.1127	.0904	.1033
Belgium-Mobile Mobistar	.0846	.0679	.0775
Belgium-Mobile Proximus	.0718	.0576	.0658
Belgium-NGN	.3660	.2937	.3354
Belize	.3100	.2487	.2841
Benin	.4200	.3370	.3848
Bermuda	.0700	.0562	.0641
Bhutan	.0750	.0602	.0687
Bhutan-Mobile	.0750	.0602	.0687

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Bolivia	.3500	.2808	.3207
Bolivia-La Paz	.3500	.2808	.3207
Bolivia-Mobile	.3500	.2808	.3207
Bosnia/Herzegovina	.1997	.1602	.1830
Bosnia/Herzegovina-Mobile	.7219	.5792	.6615
Botswana	.2000	.1605	.1833
Botswana-Mobile	.2800	.2247	.2566
Brazil	.0200	.0160	.0183
Brazil-Belo Horizonte	.0120	.0096	.0110
Brazil-Brasilia	.0120	.0096	.0110
Brazil-Curitiba	.0120	.0096	.0110
Brazil-Florianapolis	.0120	.0096	.0110
Brazil-Fortaleza	.0120	.0096	.0110
Brazil-Goiania	.0120	.0096	.0110
Brazil-Governador Valadares	.0120	.0096	.0110
Brazil-Mobile	.1200	.0963	.1100
Brazil-Porto Alegre	.0120	.0096	.0110
Brazil-Recife	.0120	.0096	.0110
Brazil-Rio de Janeiro	.0120	.0096	.0110
Brazil-Salvador	.0120	.0096	.0110
Brazil-Sao Paulo	.0120	.0096	.0110
Brazil-Vitoria	.0120	.0096	.0110
British Virgin Islands	.2329	.1869	.2134
British Virgin Islands-Mobile	.2329	.1869	.2134
Brunei	.0600	.0481	.0550
Brunei-Mobile	.0616	.0494	.0564
Bulgaria	.1000	.0802	.0916
Bulgaria-Mobile	.4000	.3209	.3665
Burkina Faso	.4500	.3611	.4123
Burkina Faso-Mobile	.4500	.3611	.4123
Burundi	1.0242	.8218	.9385
Burundi-Mobile	1.0242	.8218	.9385
Cambodia	.1000	.0802	.0916
Cambodia-Mobile	.1000	.0802	.0916
Cameroon	.1810	.1452	.1658
Cameroon-Mobile	.4500	.3611	.4123
Canada	.0100	.0080	.0092
Canada-Yukon and NW Territories 867	.0566	.0454	.0519
Cape Verde Islands	.3394	.2723	.3110
Cape Verde Islands-Mobile	.4659	.3738	.4269
Cayman Islands	.2000	.1605	.1833
Cayman Islands-Mobile	.2000	.1605	.1833
Cayman Islands-NGN	.2000	.1605	.1833
Central African Republic	.6500	.5215	.5956
Chad	.8500	.6820	.7789
Chad-Mobile	.8500	.6820	.7789
Chile	.1000	.0802	.0916
Chile-Easter Island	.7653	.6140	.7012
Chile-Mobile	.1000	.0802	.0916
Chile-NGN	.1000	.0802	.0916

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Chile-Santiago	.1000	.0802	.0916
China	.0750	.0602	.0687
Colombia	.0500	.0401	.0458
Colombia-Mobile	.0500	.0401	.0458
Comoros	.6500	.5215	.5956
Comoros-Mobile	.6500	.5215	.5956
Congo	.6500	.5215	.5956
Cook Islands	2.5000	2.0059	2.2907
Costa Rica	.0400	.0321	.0367
Costa Rica-Mobile	.0900	.0722	.0825
Costa Rica-NGN	.0900	.0722	.0825
Croatia	.2200	.1765	.2016
Croatia-Mobile	.3800	.3049	.3482
Croatia-NGN	.2200	.1765	.2016
Cuba	.8500	.6820	.7789
Cyprus	.0600	.0481	.0550
Cyprus-Mobile	.1000	.0802	.0916
Cyprus-NGN	.0600	.0481	.0550
Czech Republic	.0500	.0401	.0458
Czech Republic-Mobile	.1500	.1204	.1374
Czech Republic-Prague	.0253	.0203	.0232
Dem. Rep. of Congo	.7597	.6096	.6961
Dem. Rep. of Congo-Mobile	.6899	.5535	.6322
Dem. Rep. of Congo-NGN	.7597	.6096	.6961
Denmark	.0180	.0144	.0165
Denmark-Mobile	.0500	.0401	.0458
Denmark-NGN	.0500	.0401	.0458
Diego Garcia	2.5626	2.0561	2.3481
Djibouti	.5500	.4413	.5040
Djibouti-Mobile	.5500	.4413	.5040
Dominica	.3500	.2808	.3207
Dominica-Mobile	.3500	.2808	.3207
Dominican Republic	.0500	.0401	.0458
Dominican Republic-Mobile	.1200	.0963	.1100
Ecuador	.2000	.1605	.1833
Ecuador-Mobile	.3000	.2407	.2749
Egypt	.1500	.1204	.1374
Egypt-Mobile	.1500	.1204	.1374
El Salvador	.2800	.2247	.2566
El Salvador-Mobile	.2800	.2247	.2566
Equatorial Guinea	.7000	.5617	.6414
Eritrea	.4000	.3209	.3665
Estonia	.0450	.0361	.0412
Estonia-Mobile	.5000	.4012	.4581
Estonia-NGN	1.5714	1.2608	1.4399
Eswatini	.2500	.2006	.2291
Eswatini-Mobile	.2500	.2006	.2291
Ethiopia	.3500	.2808	.3207
Ethiopia-Mobile	.3500	.2808	.3207
Falkland Islands	1.2645	1.0146	1.1587
Faroe Islands	.0693	.0556	.0635

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Fiji	.4500	.3611	.4123
Fiji-Mobile	.4500	.3611	.4123
Finland	.3450	.2768	.3161
Finland-Corporate Services	.3450	.2768	.3161
Finland-Helsinki	.3450	.2768	.3161
Finland-Mobile	.3900	.3129	.3574
Finland-NGN	.3450	.2768	.3161
France	.0300	.0241	.0275
France-Mobile	.1322	.1061	.1211
France-Mobile Orange	.1322	.1061	.1211
France-Mobile SFR	.1322	.1061	.1211
France-NGN	.3627	.2910	.3323
France-Paris	.0300	.0241	.0275
French Antilles/Martinique	.0160	.0128	.0147
French Antilles/Martinique-Mobile	.1500	.1204	.1374
French Guiana	.1500	.1204	.1374
French Guiana-Mobile	.2000	.1605	.1833
French Polynesia	.3500	.2808	.3207
French Polynesia-Mobile	.3500	.2808	.3207
Gabon	.5500	.4413	.5040
Gabon-Mobile	.5500	.4413	.5040
Gambia	3.0000	2.4071	2.7489
Gambia-Mobile	.6500	.5215	.5956
Georgia	.3000	.2407	.2749
Georgia-Mobile	.5000	.4012	.4581
Germany	.0120	.0096	.0110
Germany-Berlin	.0104	.0083	.0095
Germany-Frankfurt	.0104	.0083	.0095
Germany-Hamburg	.0104	.0083	.0095
Germany-Mobile	.0420	.0337	.0385
Germany-Munich	.0104	.0083	.0095
Germany-NGN	.0120	.0096	.0110
Ghana	.3200	.2568	.2932
Ghana-Mobile	.3200	.2568	.2932
Gibraltar	.0700	.0562	.0641
Gibraltar-Mobile	.2500	.2006	.2291
Global Mobile	11.6967	9.3850	10.7176
Greece	.0400	.0321	.0367
Greece-Athens	.0400	.0321	.0367
Greece-Mobile	.1500	.1204	.1374
Greenland	.7500	.6018	.6872
Greenland-Mobile	.7500	.6018	.6872
Grenada	.3200	.2568	.2932
Grenada-Mobile	.3200	.2568	.2932
Guadeloupe	.0500	.0401	.0458
Guadeloupe-Mobile	.1500	.1204	.1374
Guam	.0500	.0401	.0458
Guatemala	.1800	.1444	.1649
Guatemala-Mobile	.1800	.1444	.1649
Guinea	.7000	.5617	.6414

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Guinea Bissau	.7187	.5767	.6585
Guinea Bissau-Mobile	.7187	.5767	.6585
Guinea-Mobile Areeba	.7000	.5617	.6414
Guinea-NGN	.7000	.5617	.6414
Guyana	.3500	.2808	.3207
Guyana-Mobile	.3500	.2808	.3207
Haiti	.4200	.3370	.3848
Haiti-Mobile	.3500	.2808	.3207
Haiti-NGN	.4200	.3370	.3848
Honduras	.2000	.1605	.1833
Honduras-Mobile Celtel	.2063	.1655	.1890
Hong Kong	.0433	.0347	.0397
Hong Kong-Mobile	.0450	.0361	.0412
Hungary	.0750	.0602	.0687
Hungary-Mobile	.0750	.0602	.0687
Iceland	.0300	.0241	.0275
Iceland-Mobile	.0900	.0722	.0825
India	.0193	.0155	.0177
India-Mobile	.0185	.0148	.0170
Indonesia	.0450	.0361	.0412
Indonesia-Mobile	.0600	.0481	.0550
Inmarsat	12.3156	9.8816	11.2847
Iran	.3000	.2407	.2749
Iran-Mobile	.3000	.2407	.2749
Iraq	.2500	.2006	.2291
Iraq-Mobile	.2500	.2006	.2291
Iraq-NGN	.2500	.2006	.2291
Ireland	.0150	.0120	.0137
Ireland-Mobile	.0718	.0576	.0658
Ireland-NGN	.0150	.0120	.0137
Israel	.0193	.0155	.0177
Israel-Mobile	.0450	.0361	.0412
Israel-Paltel	.2662	.2136	.2439
Israel-Paltel Mobile	.2662	.2136	.2439
Italy	.0150	.0120	.0137
Italy-Milan	.0150	.0120	.0137
Italy-Mobile	.0280	.0225	.0257
Italy-NGN	.0150	.0120	.0137
Italy-Rome	.0150	.0120	.0137
Ivory Coast	.4600	.3691	.4215
Ivory Coast-Mobile	.4600	.3691	.4215
Jamaica-658	.2800	.2247	.2566
Jamaica-876	.2800	.2247	.2566
Jamaica-Mobile	.2800	.2247	.2566
Japan	.0400	.0321	.0367
Japan-IP Phone	.0400	.0321	.0367
Japan-Mobile	.1000	.0802	.0916
Jordan	.3000	.2407	.2749
Jordan-Mobile	.3200	.2568	.2932
Kenya	.2800	.2247	.2566
Kenya-Mobile	.3000	.2407	.2749

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Kiribati/Gilbert Island	3.1186	2.5022	2.8576
Kuwait	.1600	.1284	.1466
Kuwait-Mobile	.1800	.1444	.1649
Kuwait-NGN	.1600	.1284	.1466
Kyrgyzstan	.2200	.1765	.2016
Kyrgyzstan-Mobile	.3000	.2407	.2749
Laos	.1600	.1284	.1466
Laos-Mobile	.1600	.1284	.1466
Latvia	.6500	.5215	.5956
Latvia-Mobile	.9000	.7221	.8247
Latvia-NGN	.6500	.5215	.5956
Lebanon	.1965	.1577	.1801
Lebanon-Mobile	.2600	.2086	.2382
Lesotho	.4695	.3767	.4302
Lesotho-Mobile	.4695	.3767	.4302
Liberia	.5200	.4172	.4765
Libya	.3975	.3189	.3642
Libya-Mobile	.5285	.4240	.4843
Liechtenstein	.0900	.0722	.0825
Liechtenstein-Mobile	1.0500	.8425	.9621
Liechtenstein-NGN	.0900	.0722	.0825
Lithuania	.2500	.2006	.2291
Lithuania-Mobile	.7130	.5721	.6533
Lithuania-NGN	1.7714	1.4213	1.6231
Luxembourg	.2150	.1725	.1970
Luxembourg-Mobile	.2650	.2126	.2428
Macau	.1572	.1261	.1440
Madagascar	.8200	.6579	.7514
Madagascar-Mobile	.8200	.6579	.7514
Malawi	.4500	.3611	.4123
Malaysia	.0340	.0273	.0312
Malaysia-Johar Bahru	.0340	.0273	.0312
Malaysia-Kuala Lumpur	.0340	.0273	.0312
Malaysia-Mobile	.0340	.0273	.0312
Maldives	1.2000	.9628	1.0996
Maldives-Mobile	1.2000	.9628	1.0996
Mali	.3985	.3197	.3651
Mali-Mobile	.5375	.4313	.4925
Malta	.3000	.2407	.2749
Malta-Mobile	.3800	.3049	.3482
Marshall Islands	.4350	.3490	.3986
Mauritania	.8400	.6740	.7697
Mauritius	.2400	.1926	.2199
Mexico	.0120	.0096	.0110
Mexico-Guadalajara	.0120	.0096	.0110
Mexico-Mexico City	.0120	.0096	.0110
Mexico-Mobile	.0120	.0096	.0110
Mexico-Monterrey	.0120	.0096	.0110
Mexico-Satellite	.0144	.0116	.0132
Micronesia	.8485	.6808	.7775
Moldova	.5500	.4413	.5040

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Moldova-Mobile	.5500	.4413	.5040
Monaco	.1500	.1204	.1374
Monaco-Mobile	.3910	.3137	.3583
Monaco-Mobile KFOR	.5530	.4437	.5067
Mongolia	.0296	.0237	.0271
Mongolia-NGN	.0296	.0237	.0271
Montenegro	.4250	.3410	.3894
Montenegro-Mobile	.4750	.3811	.4352
Montenegro-NGN	.4250	.3410	.3894
Montserrat	.3500	.2808	.3207
Morocco	.2000	.1605	.1833
Morocco-Mobile	.5500	.4413	.5040
Morocco-NGN	.2000	.1605	.1833
Mozambique	.1774	.1423	.1626
Mozambique-Mobile	.3200	.2568	.2932
Myanmar	.2450	.1966	.2245
Namibia	.1300	.1043	.1191
Namibia-Mobile	.1850	.1484	.1695
Nauru	1.8800	1.5084	1.7226
Nepal	.1950	.1565	.1787
Nepal-Mobile	.1950	.1565	.1787
Netherland Antilles	.2090	.1677	.1915
Netherland Antilles-Mobile	.1577	.1265	.1445
Netherland Antilles-NGN	.2090	.1677	.1915
Netherland Antilles-St Maarten	.1577	.1265	.1445
Netherlands	.1253	.1005	.1148
Netherlands-Mobile	.0600	.0481	.0550
Netherlands-Mobile Orange	.0600	.0481	.0550
Netherlands-NGN	.0363	.0291	.0333
New Caledonia	.4855	.3895	.4449
New Zealand	.0250	.0201	.0229
New Zealand-Mobile	.0750	.0602	.0687
Nicaragua	.1950	.1565	.1787
Nicaragua-Mobile	.2800	.2247	.2566
Niger	.5900	.4734	.5406
Niger-Mobile	.5900	.4734	.5406
Niger-NGN	.5900	.4734	.5406
Nigeria	.1700	.1364	.1558
Nigeria-Lagos	.1298	.1041	.1189
Nigeria-Mobile	.1700	.1364	.1558
Niue	2.8500	2.2867	2.6114
North Korea	.8560	.6868	.7843
North Macedonia	.2425	.1946	.2222
North Macedonia-Mobile	.5500	.4413	.5040
Northern Marianas	.0719	.0577	.0659
Norway	.0165	.0132	.0151
Norway-Mobile	.0300	.0241	.0275
Norway-Mobile Tele2	.0300	.0241	.0275
Norway-Mobile Telenor	.0300	.0241	.0275
Norway-NGN	.0985	.0790	.0903

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Oman	.2800	.2247	.2566
Oman-Mobile	.3700	.2969	.3390
Pakistan	.0560	.0449	.0513
Pakistan-Mobile	.0560	.0449	.0513
Pakistan-NGN	.0560	.0449	.0513
Palau	.4000	.3209	.3665
Palestinian Authority	.1997	.1602	.1830
Palestinian Authority-Mobile	.2263	.1816	.2074
Panama	.0350	.0281	.0321
Panama-Mobile	.1800	.1444	.1649
Papua New Guinea	1.4200	1.1394	1.3011
Papua New Guinea-NGN	1.4200	1.1394	1.3011
Paraguay	.0700	.0562	.0641
Paraguay-Mobile	.1000	.0802	.0916
Peru	.0200	.0160	.0183
Peru-Lima	.0075	.0060	.0069
Peru-Lima-Mobile	.0075	.0060	.0069
Peru-Mobile	.0200	.0160	.0183
Peru-Rural	.2656	.2131	.2434
Philippines	.1525	.1224	.1397
Philippines-Mobile	.1525	.1224	.1397
Poland	.1540	.1236	.1411
Poland-Mobile	.1540	.1236	.1411
Poland-Mobile P4	.1540	.1236	.1411
Poland-NGN	.1540	.1236	.1411
Portugal	.0320	.0257	.0293
Portugal-Mobile	.1540	.1236	.1411
Principe and Sao Tome	2.5460	2.0428	2.3329
Qatar	.3000	.2407	.2749
Qatar-Mobile	.3000	.2407	.2749
Reunion Island	.6504	.5219	.5960
Reunion Island-Mobile	.2161	.1734	.1980
Romania	.0120	.0096	.0110
Romania-Mobile	.0300	.0241	.0275
Russia	.1200	.0963	.1100
Russia-Kazakhstan Mobile	.1800	.1444	.1649
Russia-Kazakhstan NGN	.1800	.1444	.1649
Russia-Mobile	.2500	.2006	.2291
Russia-Moscow	.0248	.0199	.0227
Rwanda	.4240	.3402	.3885
Rwanda-Mobile	.4240	.3402	.3885
San Marino	.2500	.2006	.2291
San Marino-Mobile	.2500	.2006	.2291
Satellite Network	11.6967	9.3850	10.7176
Saudi Arabia	.1265	.1015	.1159
Saudi Arabia-Mobile	.2150	.1725	.1970
Saudi Arabia-Riyadh	.1265	.1015	.1159
Senegal	.4515	.3623	.4137
Senegal-Mobile	.4515	.3623	.4137
Senegal-NGN	.4905	.3936	.4494
Serbia	.3200	.2568	.2932

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Serbia-Kosovo	3893	3124	3567
Serbia-Mobile	4500	3611	4123
Seychelles Island	1.1979	9611	1.0976
Sierra Leone	6900	5536	6322
Sierra Leone-Mobile	6900	5536	6322
Singapore	.0230	.0185	.0211
Singapore-Mobile	.0230	.0185	.0211
Sint Maarten	.1600	.1284	.1466
Slovakia	.0120	.0096	.0110
Slovakia-Mobile	.0844	.0677	.0773
Slovenia	.2335	.1874	.2140
Slovenia-Mobile	5200	4172	4765
Slovenia-Mobile Mobitel	5200	4172	4765
Slovenia-Mobile Simobil	5200	4172	4765
Slovenia-Mobile Vega	5200	4172	4765
Solomon Islands	1.5000	1.2035	1.3744
Somalia	6950	5576	6368
South Africa	2945	2363	2698
South Africa-Mobile	2150	1725	1970
South Africa-NGN	2945	2363	2698
South Korea	0200	.0160	.0183
South Korea-Mobile	0450	.0361	.0412
South Sudan	7000	5617	6414
Spain	0150	.0120	.0137
Spain-Mobile	.0651	.0522	.0597
Spain-Mobile Orange	.0651	.0522	.0597
Spain-Mobile Telefonica	.0651	.0522	.0597
Spain-Mobile Vodafone	.0651	.0522	.0597
Spain-NGN	4000	3209	3665
Sri Lanka	2200	1765	2016
Sri Lanka-Mobile	2200	1765	2016
St. Helena	2.6347	2.1140	2.4142
St. Kitts/Nevis	2502	2008	2293
St. Kitts/Nevis-Mobile	2502	2008	2293
St. Lucia	2800	2247	2566
St. Lucia-Mobile	2800	2247	2566
St. Pierre and Miquelon	2959	2374	2711
St. Vincent/Grenadines	2100	1685	1924
St. Vincent/Grenadines-Mobile	2642	2120	2421
Sudan	2900	2327	2657
Sudan-Mobile	2900	2327	2657
Suriname	3350	2688	3070
Suriname-Mobile	3350	2688	3070
Sweden	.0200	.0160	.0183
Sweden-Mobile	.0200	.0160	.0183
Sweden-Mobile Telia	.0200	.0160	.0183
Sweden-NGN	.0121	.0097	.0111
Switzerland	.0200	.0160	.0183
Switzerland-Mobile	.0800	.0642	.0733
Switzerland-Mobile	.0800	.0642	.0733

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Swisscom			
Switzerland-NGN	.0200	.0160	.0183
Switzerland-Zurich	.0200	.0160	.0183
Syria	.2650	.2126	.2428
Syria-Mobile	.3000	.2407	.2749
Taiwan	.0280	.0225	.0257
Taiwan-Mobile	.1200	.0963	.1100
Tajikistan	.1800	.1444	.1649
Tanzania	.4292	.3444	.3933
Tanzania-Mobile	.4292	.3444	.3933
Thailand	.0515	.0413	.0472
Thailand-Mobile	.0515	.0413	.0472
Timor Leste	.4659	.3738	.4269
Togo	.4200	.3370	.3848
Togo-Mobile	.4200	.3370	.3848
Tokelau	1.9300	1.5486	1.7685
Tonga	1.2500	1.0030	1.1454
Trinidad and Tobago	.1975	.1585	.1810
Trinidad and Tobago-Mobile	.1975	.1585	.1810
Tunisia	.9438	.7573	.8648
Tunisia-Mobile	.9438	.7573	.8648
Turkey	.0505	.0405	.0463
Turkey-Istanbul	.0505	.0405	.0463
Turkey-Mobile	.2185	.1753	.2002
Turkey-Mobile Turkcell	.2185	.1753	.2002
Turkey-Mobile Vodafone	.2185	.1753	.2002
Turkey-North Cyprus	.0505	.0405	.0463
Turkey-North Cyprus Mobile	.2185	.1753	.2002
Turkmenistan	.1925	.1545	.1764
Turks and Caicos	.2478	.1988	.2271
Turks and Caicos-Mobile	.2478	.1988	.2271
Tuvalu	2.1175	1.6990	1.9403
Uganda	.3872	.3107	.3548
Uganda-Mobile	.3872	.3107	.3548
UK	.0036	.0029	.0033
UK-Freephone	.0036	.0029	.0033
UK-London	.0036	.0029	.0033
UK-Mobile	.1934	.1552	.1772
UK-Mobile H3G	.0133	.0107	.0122
UK-Mobile O2	.0133	.0107	.0122
UK-Mobile Orange	.0133	.0107	.0122
UK-Mobile T-Mobile	.0133	.0107	.0122
UK-Mobile Vodafone	.0133	.0107	.0122
UK-NGN	.2662	.2136	.2439
UK-NGN 84	.2662	.2136	.2439
UK-NGN 845	.2662	.2136	.2439
UK-NGN 870	.2662	.2136	.2439
UK-VoIP and Multimedia	.0700	.0562	.0641
UK-Wide	.0314	.0252	.0288
Ukraine	.2950	.2367	.2703
Ukraine-Mobile	.2950	.2367	.2703

Voice Rates prepared for Highlands County- Quote# 12886571

United Arab Emirates	2400	.1926	2199
United Arab Emirates-Dubai	2400	.1926	2199
United Arab Emirates-Mobile	2400	.1926	2199
Uruguay	.0800	.0642	.0733
Uruguay-Mobile	.2100	.1685	.1924
US Virgin Islands	.0145	.0116	.0133
USA	.0125	.0100	.0115
USA-Alaska	.0165	.0132	.0151
USA-Hawaii	.0150	.0120	.0137
USA-Puerto Rico	.0150	.0120	.0137
Uzbekistan	.1162	.0932	.1065
Uzbekistan-Mobile	.1162	.0932	.1065
Vanuatu	1.8150	1.4563	1.6631
Vatican City	.0225	.0181	.0206
Venezuela	.0250	.0201	.0229
Venezuela-Caracas	.0250	.0201	.0229
Venezuela-Maracaibo	.0250	.0201	.0229
Venezuela-Mobile	.1445	.1159	.1324
Venezuela-Valencia	.0250	.0201	.0229
Vietnam	.0850	.0682	.0779
Vietnam-Mobile	.0850	.0682	.0779
Wallis and Futuna Islands	1.7692	1.4195	1.6211
Western Samoa	2.2500	1.8053	2.0617
Yemen	.2065	.1657	.1892
Yemen-Mobile	.2065	.1657	.1892
Zambia	.4375	.3510	.4009
Zambia-Mobile	.4840	.3883	.4435
Zimbabwe	.2487	.1995	.2279
Zimbabwe-Mobile	.4800	.3851	.4398

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVLIQSI/911advisory.pdf>.

Voice Rates prepared for Highlands County- Quote# 12886571

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer	
Signature:	
Name:	
Title:	
Date:	

VOICE ORDER FORM

Please use this form to provide the details for your CenturyLink Voice Complete® services. This information is required to properly submit orders to our provisioning team and help ensure a successful installation of your services.

Customer: Highlands County

Requested Due Date: _____

Destinations by Plan (higher plans include all destinations in lower plans)

	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
Supported Calling Areas		France Local and National			Belgium Local and National	Each call is rated according to your rate sheet
	United States Local	United Kingdom Local and National	Germany Local and National	Netherlands Local and National	United Kingdom 3, O2, EE, Vodafone	
		United States National				

Please use the above table to determine the type of CCP Plan and Pre-Paid Minutes needed for your solution quantity.
Please note a Pre-Paid Minute Plan is only required when Pre-Paid Minutes are selected.

Concurrent Call Paths (CCPs)

CCP Plan: 1

Quantity of CCPs: 92

Pre-Paid Minutes (PPM)

PPM Amount: 50K

PPM Plan: 2

Contacts

Same person for all contacts? _____

Primary Contact: Arthur Wolfe Phone: 863-402-7399 Email: ajwolfe@highlandsclerkfl.gov

Technical Contact: _____ Phone: _____ Email: _____

Billing Contact: _____ Phone: _____ Email: _____

Local Contact: _____ Phone: _____ Email: _____



PRI/Access Location Details

Number of Sites/Locations: _____

Please note, for 11+ Sites/locations, please see additional Spreadsheet to provide the below information.

Full Address (Street, City, Zip)		DEMARC Detail (Floor/Room/Suite)	NAME	Local Contact Phone	Email

The person signing this form represents that they have authority to bind the customer identified below to the plans, quantities and other details set forth herein. This form is subject to the customer's rate sheet and customer's agreement as referenced therein.

Signature Field: _____ **Date:** _____

Printed Name: _____ **Title:** _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the following Regular Meetings of the Board: August 1, 2023; August 15, 2023; and September 7, 2023; the Emergency Meeting August 29, 2023; the Special Workshops: August 29, 2023 and September 12, 2023; and the Budget Public Hearing September 7, 2023.

RECOMMENDED ACTION

Move approval of the minutes from the following Regular Meetings of the Board: August 1, 2023; August 15, 2023; and September 7, 2023; the Emergency Meeting August 29, 2023; the Special Workshops: August 29, 2023 and September 12, 2023; and the Budget Public Hearing September 7, 2023.

Attachments: [080123REG.pdf](#)
[081523REG.pdf](#)
[090723REG.pdf](#)
[082923Emergency_Idalia.pdf](#)
[082923SPWORKSHOP.pdf](#)
[091223Special.pdf](#)
[090723BudgetPH.pdf](#)

REGULAR MEETING OF THE BOARD, AUGUST 01, 2023

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

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

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Pastor Chris Snider, with the First Baptist Church of Avon Park.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Brandon Gunn, USMC, Highlands County Projects Manager.

4. **ANNOUNCEMENTS**

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, August 1, 2023, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Code Enforcement Special Magistrate Hearing will be held on Wednesday, August 2, 2023, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold their August meeting on Thursday, August 3, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, August 8, 2023, at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will hold a special meeting on Thursday, August 10, 2023, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

County Administrator Laurie Hurner introduced the Board to Katie Lawson, UF/IFAS County Extension Director.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

No report.

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

- A. **Presentation of Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2023 (as of June 30, 2023).**

Jackie Gabrus, Clerk of Court's Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2023 (as of June 30, 2023). ***See Clerk's Financial Reporting file.***

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

Chairman Campbell stated the addendum to the agenda provided has an additional item and entertained a motion to approve the consent agenda with adding item 8.G.

Commissioner Kirouac moved approval of the consent agenda as presented with the addition of item 8.G. Commissioner Tuck seconded the motion.

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

- A. Request adoption of Resolution 22-23-147 pertaining to County Maintained Roadways.** *See Res. Book 34 Page 160 & SMB 152 Page 154.*
- B. Request approval of a NewEvent Tourist Development Grant for the USFA Sebring Invitational and Pumpkin Smash Softball Tournaments.** *See Tourist Development Council file.*
- C. Request approval of the Security Service Agreement between the Board of County Commissioners of Highlands County and Shergroup USA, LLC for Placid Lakes Special Benefit District.** *See Placid Lakes Special Benefit District file.*
- D. Request approval of Budget Amendment 22-23-130 to move funds to proper account for Pine Breeze Park Pickleball Courts, Project 21059.** *See SMB 152 Page 155.*
- E. Request approval of Budget Amendment 22-23-131 to provide additional funding for Cost Center 6303, Natural Resources.** *See SMB 152 Page 156.*
- F. Request approval of the minutes from the June 6, 2023 and June 20, 2023 Regular Meeting(s) of the Board; the June 6, 2023 Special Workshop Meeting of the Board on the proposed FY 2023/2024 Budget; and the June 20, 2023 Special Workshop Meeting of the Board for the purpose of discussing roadway infrastructure and sidewalk maintenance funding.** *See Clerk of Court's website.*
- G. Request approval of a Property License Agreement for use of Vacant Property located at the Arbuckle Landfill, 12700 Arbuckle Creek Road, Sebring, FL 33870.** *See Solid Waste file.*

9. COMMITTEE ASSIGNMENTS:

None presented.

10. PUBLIC HEARING

No public hearings presented.

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Roberts seconded the motion.

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

- A. Request approval of Budget Amendment 22-23-129 to transfer funds from Project #22009 (ROW Land Acquisition Hammock Rd.) to Project #19007 (New Traffic Ops Building).**

J.D. Langford, County Engineer, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval of Budget Amendment 22-23-129 to transfer funds from Project 22009 (ROW Land Acquisition Hammock Road) to Project 19007 (New Traffic Ops Building). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 157.**

B. Request approval of the contract between Treasure Coast Medical Associates and Highlands County Board of County Commissioners for Fire personnel physical examinations.

Chief E. Laney Stearns, Public Safety Director, and James Kelly Duppenhaler, Deputy Chief, presented the request.

Chief Stearns, County Administrator Laurie Hurner, and County Attorney Sherry G. Sutphen addressed questions and concerns raised by Commissioner Elwell, Commissioner Roberts, and Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of the contract between Treasure Coast Medical Associates and Highlands County Board of County Commissioners for fire personnel physical examinations. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See HCFR file.**

C. Request adoption of Resolution 22-23-149 for Budget Amendment 22-23-127 to appropriate additional revenue from Program Income to designated SHIP Projects as recommended by the Affordable Housing Advisory Committee.

Lucy Castillo, Housing Programs Coordinator, presented the request and addressed questions raised by Commissioner Kirouac, Commissioner Elwell, and Commissioner Roberts.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 22-23-149 for Budget Amendment 22-23-127 to appropriate additional revenue from Program Income to designated SHIP Projects as recommended by the Affordable Housing Advisory Committee. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 161 & SMB 152 Page 158.**

D. Request approval of the contract between Stryker Corporation and Highlands County for annual onsite preventative maintenance.

Chief E. Laney Stearns, Public Safety Director, and James Kelly Duppenhaler, Deputy Chief, presented the request.

Chief Stearns, Deputy Chief Duppenhaler, County Administrator Laurie Hurner, and County Attorney Sherry G. Sutphen addressed questions raised by Commissioner Tuck, Commissioner Kirouac, Commissioner Roberts, and Commissioner Elwell.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval of the contract between Stryker Corporation and Highlands County for annual onsite preventative maintenance. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See HCFR file.**

E. Request approval of the State of Florida Law Enforcement Salary Assistance (“LESA”) award for Fiscally Constrained Counties and authorize Board Chair to sign Grant Award Agreement along with the adoption of Resolution 22-23-148 for Budget Amendment 22-23-126.

Sheriff Paul Blackman presented the request and addressed questions and concerns raised by Commissioner Tuck, Commissioner Roberts, and Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Tuck moved approval of the State of Florida Law Enforcement Salary Assistance (“LESA”) award for Fiscally Constrained Counties and authorize Board Chair to sign Grant Award Agreement along with the adoption of Resolution 22-23-148 for Budget Amendment 22-23-126. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 162, Sheriff’s Office file & SMB 152 Page 159.**

F. Request to certify the maximum millage for FY 23/24.

David Nitz, OMB Manager, Laurie Hurner, County Administrator, and Valerie Fleeger, Senior Budget Analyst, presented the request and addressed questions and concerns raised by Commissioner Tuck.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to certify the maximum millage at 8.1000 mills. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Millage Certificate Rate file.**

Mr. Nitz provided a brief updated presentation on the revised recommended budget for FY 23/24 based on the prior budget workshops. **See SMB 152 Page 160.**

Commissioner Tuck expressed her concerns and addressed questions raised by Commissioner Roberts.

Mr. Nitz and Ms. Hurner addressed concerns raised by Commissioner Tuck. Commissioner Kirouac and Chairman Campbell concurred with suggestions made by Mr. Nitz and Ms. Hurner to follow up with Commissioner Tuck’s requests.

Regarding Budget Options for Reducing Millage, Commissioner Elwell advocated for taking \$2.7 million of the available fund balance and cutting it out of the millage, taking the millage down from 8.10 to 7.7.

Regarding Budget Options for Add-backs/Potential Increases, Mr. Nitz addressed questions raised by Commissioner Elwell and Commissioner Tuck.

Commissioner Elwell and Commissioner Roberts expressed concerns regarding the county’s mental health and homelessness. Commissioner Elwell advocated to add \$500,000 towards the Mental Health / Unhoused Issues-

Homelessness.

Regarding Mental Health / Unhoused Issues and reducing the millage, Chairman Campbell expressed his concerns and opened the floor for discussion.

The Commission expressed their concerns in great detail.

12. COUNTY ADMINISTRATOR & LEGAL

A. Consideration of Statement of Legislative Intent for Department Heads Confirmation Process.

County Attorney Sherry G. Sutphen presented the Consideration of Statement of Legislative Intent for Department Heads Confirmation Process and addressed questions raised by the Commission.

It was a consensus of the Commission to direct the County Attorney to move forward with revising the Code of Ordinances to change or remove the current confirmation process for County Department Head positions and the Deputy County Administrator position and bring back before the Board for review. **See SMB 152 Page 161.**

B. County Attorney Status Report.

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of July 19, 2023. **See SMB 152 Page 162.**

C. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, presented the Commissioner's Priorities and Project Status Report as of July 19, 2023. **See SMB 152 Page 163.**

Ms. Hurner stated the Office of Management and Budget will need to provide with the final budget presentation the percentage for COLA and Merit for county employees, stating last year was 1% COLA and up to 4% Merit, and requested a consensus from the Board to bring back for review.

Mr. Nitz and Ms. Hurner addressed questions raised by the Commission.

It was a consensus of the Commission for a 1% COLA and up to 4% Merit.

Regarding Commissioner Tuck's request for an increase of \$2,000.00 for Nu-Hope at a prior budget hearing, Ms. Hurner stated OMB requested a consensus from the Commission. The Commission concurred with the increase of \$2,000.00 for Nu-Hope.

Regarding appropriations and legislative items, and a workshop with the municipalities on mental health / unhoused issues, Ms. Hurner provided an update.

Ms. Hurner announced Community Programs has been working with the Public Information Office to develop an information and resources guide for their department in both English and Spanish and wished to thank publicly Ingra Gardner, Community Programs Director, and her crew for doing a phenomenal job.

13. COMMISSIONERS

Commissioner Roberts stated he will be on vacation from August 8, 2023 through August 26, 2023.

Commissioner Roberts stated there was a flooding issue behind the businesses of a shopping center where Dominos and Five Guys are located, and wished to thank engineer Mitchell Thomas, Critical Infrastructure

Department, for handling this project right away with Engineering and Road & Bridge. Commissioner Roberts stated he spoke with the owner last night who stated he was very satisfied with the work & quality of work that was done, but also with the quick movement by Mr. Thomas.

Commissioner Kirouac expressed the recent passing of Joe Collins, who worked with Lykes Brothers for a number of years, and of Bonnie Crutchfield, and asked for the community to keep their families in their thoughts and prayers during this difficult time.

Commissioner Tuck commented on the very successful Town of Lake Placid's Caladium Festival this past weekend.

Commissioner Elwell commented on the Caladium Festival and the portable library in Spring Lake, and that he will be out of town from August 24, 2023 through August 26, 2023.

County Attorney Sherry Sutphen provided an update on the Assistant County Attorney position.

Commissioner Campbell congratulated Commissioner Roberts on gaining a new grandchild this week.

14. INFORMATIONAL

A. Board payables from July 18, 2023 to July 31, 2023. See Check Reports file.

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 11:14 a.m.

REGULAR MEETING OF THE BOARD, AUGUST 15, 2023

1. The meeting was called to order at 9:01 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Chris Campbell
Commissioner Scott A. Kirouac

Commissioner Arlene Tuck
Commissioner Don Elwell

Commissioner Kevin J. Roberts was absent from this meeting.

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

Jerome Kaszubowski, Clerk of Courts, left this meeting at 12:35 p.m.

2. INVOCATION

The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Pete Ruiz, US Army, American Legion Post 25.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, August 15, 2023, at 3:00 p.m., in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Children's Services Council will hold a general body meeting on Wednesday, August 16, 2023, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Transportation Disadvantage Multi-County Local Coordinating Board serving DeSoto, Hardee, Highlands, and Okeechobee counties, will hold a meeting on Wednesday, August 16, 2023, at 1:30 p.m., at the Career Source Heartland, 5901 US Hwy 27 South, Suite 1, Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, August 16, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Recreation & Parks Advisory Committee will hold a regular meeting on Thursday, August 17, 2023, at 2:00 p.m., in the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Road, Sebring, FL.

The Healthy Families Highlands Advisory Board Subcommittee of the Children's Services Council will hold an advisory board meeting on Tuesday, August 22, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a special meeting on Wednesday, August 23, 2023, at 8:00 a.m., in Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Health Insurance Advisory Committee will hold a regular meeting on Thursday, August 24, 2023, at 10:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Board of Commissioners of the Highlands County Hospital District will hold a regular meeting on Thursday,

August 24, 2023, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners will hold a special meeting for the purpose of holding a workshop to determine the Board's priorities on Tuesday, August 29, 2023, at 9:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, August 30, 2023, at 10:30 a.m., at the Lake Placid Memorial Library, at 205 W. Interlake Blvd., Lake Placid, FL.

County offices will be closed on Monday, September 4, 2023, in observance of the Labor Day Holiday.

The Highlands County Board of County Commissioners will hold a regular meeting on Thursday, September 7, 2023, at 9:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners will hold the first public hearing to consider the proposed FY 23/24 Budget on Thursday, September 7, 2023, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

None presented.

7. PUBLIC COMMENT

Cynthia Morrison came before the Commission to comment on recognizing local pioneers and requested the Commission consider a proclamation recognizing local pioneer Capt. John Mizell Pearce. Chairman Campbell thanked Ms. Morrison and stated the Board will consider a proclamation at a future meeting.

Jason Harris came before the Commission to express his concerns on septic treatment and disposal. County Administrator Laurie Hurner stated the Critical Infrastructure Division will contact Mr. Harris to address his concerns.

8. CONSENT AGENDA

Commissioner Elwell moved to approve the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

- A. Request adoption of Budget Amendment 22-23-119 to realign funds within the 5305 Cost Center for Tourist Development – Marketing & Promotion. See SMB 152 Page 166.**
- B. Request approval of Amendment 3 to the Grant Contract between Highlands County and Airstream Ventures, LLC. See Tourist Development Council file.**
- C. Request approval of the Agreement between the American Playground Company and the Board of County Commissioners and approve the purchase of playground equipment and installation services through Buy Board Purchasing Cooperative. See American Playground Company file.**
- D. Request approval of Amendment 1 between Highlands County and Minor League Golf, LLC. See Tourist Development Council file.**

- E. **Request approval of Budget Amendment 22-23-132 to realign funds in Project 21107, Duke Energy Florida Economic Development Marketing Assistance.** *See SMB 152 Page 167.*
- F. **Request approval of Budget Amendment 22-23-133 moving funds from Regular Salaries and Wages to Contractual Services for temporary staffing in Facilities Management.** *See SMB 152 Page 168.*
- G. **Request approval of the Special Warranty Deed between The School Board of Highlands County and Highlands County.** *See County Deed file & School Board file.*
- H. **Request to approve and execute the plat of Hammock Road Estates for recordation.** *See Hammock Road Estates file & Plat Book 17 Page 54.*
- I. **Request approval of JAG-Local Grant Application FY 23-24.** *See Sheriff's Office file.*
- J. **Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities.** *See City of Sebring file.*
- K. **Request approval to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended June 30, 2023.** *See SMB 152 Page 169.*
- L. **Request authorization for Chairman/Vice-Chairman to execute a Corrective County Deed related to that property located at 5378 Pebble Beach Drive, Unit 1, Sebring, Florida 33872.** *See County Deed file.*
- M. **Request approval of the minutes from the June 30, 2023 Special Meeting of the Board.** *See Clerk of Courts website.*

9. COMMITTEE ASSIGNMENTS:

- A. **Request appointment of one new regular voting member, Graham Huls, to the Historic Preservation Commission with his term to expire on June 23, 2026.**

Sergio Garcia, Planner II, presented the request.

Commissioner Kirouac moved approval to appoint Graham Huls to the Historic Preservation Commissioner (HPC) as a regular voting member for a four-year term to expire June 23, 2026. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 170.**

- B. **Request appointment of William T. Moroney to the Veterans Advisory Board to finish the term of David Fearnley (Member-At-Large).**

Denise Williams, County Veterans Service Officer, presented the request.

Commissioner Tuck moved approval to appoint William T. Moroney to finish the term of David Fearnley (Member-At-Large) whose term commenced November 2022. According to Veteran Advisory Board By-Laws, appointments are made for three years. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 171.**

10. PUBLIC HEARING

A. Public hearing to approve Resolution 22-23-156 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the Fire Protection Special Assessment.

Chief E. Laney Stearns, Public Safety Director, David Nitz, OMB Manager, and Valerie Fleeger, Senior Budget Analyst, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Chief Stearns read the caption of the proposed resolution into the record. Sherry G. Sutphen, County Attorney, stated this resolution has been revised with a change to Section 3.B.

Laurie Hurner, County Administrator, Ms. Sutphen, Ms. Fleeger, and Mr. Nitz addressed questions raised by Commissioner Elwell and Commissioner Kirouac. Commissioner Campbell expressed his concerns.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to adopt the revised Resolution 22-23-156 of the Highlands County Fire Protection Municipal Service Benefit Unit, pertaining to the re-imposition of the Fire Protection Special Assessment. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Campbell, who voted nay. The motion carried. **See Proof of Publication file, Res. Book 34 Page 165 & SMB 152 Page 172.**

Ms. Sutphen addressed questions and concerns raised by the Commission.

B. Public hearing to consider Ordinance No. 22-23-29 to amend Chapter 9, Article VIII, Orange Villa Mobile Home Estates Special Benefit District.

Valerie Fleeger, Senior Budget Analyst, and Sherry G. Sutphen, County Attorney, presented the request and addressed questions raised by Commissioner Tuck. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Ordinance No. 22-23-29 to amend Chapter 9, Article VIII, Orange Villa Mobile Home Estates Special Benefit District, to allow the amount of assessment to be adopted by Resolution. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Proof of Publication file, Ordinance Book 20, & SMB 152 Page 173.**

C. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-619SS, for an approximate 19.17-parcel, from Agriculture (AG) to Medium Density Residential (RM).

D. Public hearing to consider adoption of P&Z Hearing No. 2129, changing the Official Zoning Atlas for an approximate 19.17-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).

Sergio Garcia, Planner II, presented items 10C and 10D together, as they both pertain to the same property. These public hearings were properly advertised, and proof of these publications was submitted to the Clerk to become part of the permanent record. Mr. Garcia read the captions of the proposed ordinance and resolution into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Mr. Garcia and Rachel Barry, Zoning Supervisor, addressed questions and concerns raised by Commissioner Tuck and Commissioner Kirouac.

The Commission expressed their concerns and concurred with Commissioner Elwell's consideration for a workshop for further discussion moving forward on mobile homes in the county. County Administrator Laurie Hurner stated she will set this up for a future date.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt by Ordinance 22-23-30, CPA-23-619SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 19.17 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-619SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Ordinance Book 20 & Comprehensive Plan Amendment file.**

Commissioner Elwell moved approval to adopt by Resolution 22-23-153, P&Z 2129, changing the Official Zoning Atlas for an approximate 19.17 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Campbell, who voted nay. The motion carried. **See Res. Book 34 Page 166 & Zoning Changes file.**

E. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-23-620SS, for an approximate 9.79-parcel, from Agriculture (AG) to Medium Density Residential (RM).

F. Public hearing to consider adoption of P&Z Hearing No. 2130, changing the Official Zoning Atlas for an approximate 9.79-parcel, from Agricultural District (AU) to Mobile Home Parks District (M-2).

Sergio Garcia, Planner II, presented items 10E and 10F together, as they both pertain to the same property. These public hearings were properly advertised, and proof of these publications was submitted to the Clerk to become part of the permanent record. Mr. Garcia read the captions of the proposed ordinance and resolution into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Mr. Garcia and Rachel Barry, Zoning Supervisor, addressed questions raised by Commissioner Kirouac.

Commissioner Campbell and Commissioner Elwell expressed their concerns.

Chairman Campbell opened the floor for public comment. Input was not provided.

The applicant's representative Jeff Kennedy came before the Commission to address concerns and stated he agrees a workshop would be beneficial.

Commissioner Kirouac moved approval to adopt Ordinance 22-23-31 approving CPA-23-620SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 9.79 acres from Agriculture (AG) to Medium Density Residential (RM), and transmit CPA-23-620SS to the Florida Department of Commerce

for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Campbell, who voted nay. The motion carried. **See Ordinance Book 20 & Comprehensive Plan Amendment file.**

Laurie Hurner, County Administrator, and Sherry G. Sutphen, County Attorney, addressed questions and concerns raised by Commissioner Tuck and Commissioner Kirouac.

Mr. Kennedy commented on the City of Sebring's zoning regulations on mobile homes.

Commissioner Elwell moved approval to adopt Resolution 22-23-154 approving P&Z 2130, changing the Official Zoning Atlas for an approximate 9.79 acres from Agricultural District (AU) to Mobile Home Parks District (M-2), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Campbell, who voted nay. The motion carried. **See Res. Book 34 Page 167 & Zoning Changes file.**

G. Public hearing to consider adoption of P&Z Hearing No. 2131, changing the Official Zoning Atlas for an approximate 0.85-parcel, from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU).

Sergio Garcia, Planner II, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Garcia read the caption of the proposed resolution into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Mr. Garcia addressed questions raised by Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 22-23-155 approving P&Z 2131, changing the Official Zoning Atlas for an approximate 0.85 acres from Two-Family Dwelling District (R-2) and Mobile Home Parks District (M-2) to Mobile Home Parks District with a Conditional Use (M-2 CU), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. **See Res. Book 34 Page 168 & Zoning Changes file.**

11. ACTION AGENDA

Commissioner Kirouac moved to set the action agenda as presented with the addition of items 11E, 11F, 11G, 11H, and 11I. Commissioner Elwell seconded the motion.

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

A. Request approval of Consultant Service Authorization (CSA) #2 with Kimley-Horn and Associates, Inc. for the rehabilitation of Catfish Creek Road Bridge (Highlands County Project #22061, FDOT Bridge #094026).

JD Langford, County Engineer, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of Consultant Service Authorization #2 with Kimley-Horn and Associates, Inc., for the rehabilitation of Catfish Creek Road Bridge (Highlands County Project #22061, FDOT Bridge #094026). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Kimley-Horn and Associates, Inc. file.***

B. Request adoption of Resolution 22-23-159, declaring the described property as surplus and no longer needed for County purposes and acceptance of the offer amount of \$7,834.00 for transfer of the property.

JD Langford, County Engineer, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 22-23-159 to accept the sale of County surplus property on Citrus Lakes Drive in the amount of \$7,834.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 169 & SMB 152 Page 174.***

C. Request adoption of Resolution 22-23-158 granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters.

Sherry G. Sutphen, County Attorney, presented the request and read the caption of the proposed resolution into the record. Ms. Sutphen addressed questions and concerns raised by Commissioner Kirouac and Commissioner Elwell.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to adopt Resolution 22-23-158 granting joint authority to the Chairperson of the Board of County Commissioners and the County Administrator to allow for the execution and submittal of certain applications and/or letters. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 34 Page 170 & SMB 152 Page 175.***

D. Request to adopt Budget Amendment 22-23-134 to realign excess funds from road projects.

Jonathan Harrison, Road & Bridge Director, presented the request and addressed questions raised by Commissioner Kirouac and Commissioner Elwell.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved to adopt Budget Amendment 22-23-134 to realign excess funds from road projects. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 152 Page 176.***

E. Request approval to apply to the Florida Department of Emergency Management for a Hazard Mitigation Grant Program (HMGP) grant requiring matching grant funds in the amount of

\$200,000.00.

Clinton Howerton, Jr., Critical Infrastructure Director, presented the request.

Mr. Howerton and Laurie Hurner, County Administrator, addressed questions raised by Commissioner Tuck and Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to apply to the Florida Department of Emergency Management for a Hazard Mitigation Grant Program (HMGP) grant requiring matching grant funds in the amount of \$200,000.00. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 177.**

F. Request approval to apply to the National Endowment for the Arts (NEA) 'Our Town' grant requiring matching grant funds in the amount of \$25,000.00.

Ingra Gardner, Director of Community Programs, and Vikki Brown, Highlands County Library Systems Manager, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to apply to the National Endowment for the Arts (NEA) 'Our Town' grant requiring matching grant funds in the amount of \$25,000.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 178.**

G. Request approval to apply to the Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Diversity Conservation Section for habitat management assistance in optimizing gopher tortoise carrying capacity at Grassy Lake Scrub.

Dawn Ritter, Natural Resources Manager, presented the request and addressed questions raised by Commissioner Kirouac.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Tuck moved approval of the request to apply for the Florida Fish and Wildlife Conservation Commission (FWC) Wildlife Diversity Conservation Section for habitat management assistance in optimizing gopher tortoise carrying capacity at Grassy Lake Scrub. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 179.**

H. Request approval to apply for a Florida Department of Environmental Protection Grant of \$100,000 requiring no matching funds.

Dawn Ritter, Natural Resources Manager, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Elwell moved to approve application of a Florida Department of Environmental Protection Grant of \$100,000.00 requiring no matching funds. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 180.**

I. Request approval for JD Langford, County Engineer, to submit three (3) Rural and Tribal Assistant Grant Applications for Design and Planning Assistance.

JD Langford, County Engineer, presented the request.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved to approve the submittal of three (3) Rural and Tribal Assistance Grant Applications for Design and Planning Assistance. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 181.**

City of Sebring Councilman Roland Bishop came before the Commission to comment on the suggestion of a workshop, stating the city would be very open to having a joint workshop to address mobile home parks, roadways, and maintenance. Chairman Campbell thanked Mr. Bishop.

BREAK: 10:48 a.m. to 10:54 a.m.

12. COUNTY ADMINISTRATOR & LEGAL

A. Consideration of Statement of Legislative Intent to disband the Dangerous Dog Hearing Board and revise the County's Code to otherwise provide for dangerous dog proceeding requirements.

Sherry G. Sutphen, County Attorney, presented the consideration and addressed questions raised by Commissioner Kirouac.

It was a consensus from the Commission to direct staff to move forward with drafting an ordinance and bring back to the Board for a public hearing. **See SMB 152 Page 182.**

B. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report as of August 2, 2023. **See SMB 152 Page 183.**

Commissioner Kirouac commented on the Lincoln Heights Park project that was approved on the consent agenda to move forward with the playground.

Ms. Sutphen provided an update on the assistant county attorney position and commented on the moving of the public records custodian under the legal department.

C. Commissioner's Priorities and the Project Status Report.

Laurie Hurner, County Administrator, presented the Commissioner's Priorities and Project Status Report as of August 2, 2023. **See SMB 152 Page 184.**

Ms. Hurner stated the agenda for the Commissioners' Priorities workshop scheduled August 29, 2023 will be provided to the Board the beginning of next week.

Ms. Hurner stated the homelessness/mental health discussion between the different municipalities has been set for Tuesday, September 12, 2023, at 1:00 p.m., working in Councilmember Bishop's suggestions as the agenda progresses. Ms. Hurner stated she will provide more information once it becomes available.

Ms. Sutphen provided an update on boat rentals at HL Bishop Park and the removal of a storage container/dock

owned by a property owner as requested by Commissioner Elwell and Commissioner Kirouac. Chairman Campbell clarified the storage container and dock is not owned by Lake June Pontoons, LLC. Ms. Sutphen concurred and stated it is strictly with the property owner and the county is not entering into a contract with someone who is in violation.

D. Presentation to consider the Proposed Budget for FY 23/24.

David Nitz, OMB Manager, Valerie Fleeger, Senior Budget Analyst, and Rosa Morales, Budget Analyst II / NAV, briefly presented the Proposed Budget for FY 23/24. **See SMB 152 Page 185.**

The first public hearing to adopt the FY 23/24 Proposed Budget is scheduled for Thursday, September 7, 2023, at 5:30 p.m. The public hearing to adopt the FY 23/24 Tentative Budget is scheduled for Tuesday, September 19, 2023, at 5:30 p.m.

The Commission expressed their concerns in great detail.

Mr. Nitz addressed concerns raised by Commissioner Campbell regarding the transportation trust fund.

Items for Consideration / Potential Additional Adjustments for FY 23/24:

There was a consensus from the Commission approving the FY 23/24 adjustments on the Fire Exemption “Buydown” and Assumption of Probation & Parole as presented and required by state law.

There was a consensus from the Commission approving the additional 1% merit for eligible employees.

After further discussion, there was a consensus from the Commission to reduce the Mental Health/Unhoused Assistance from \$500,000 to \$200,000, and to reduce the millage to 7.85 mills.

CFS Discussion:

Mr. Nitz and Clerk of Courts Jerome Kaszubowski addressed questions raised by Commissioner Kirouac and Commissioner Campbell.

Commissioner Kirouac and Commissioner Campbell expressed their concerns regarding Schumacher Road and the Supervisor of Elections – Box Truck/Kenilworth Building Remodel.

Regarding Schumacher Road, Jonathan Harrison, Road & Bridge Director, and JD Langford, County Engineer, addressed concerns raised by Commissioner Kirouac.

Mr. Nitz addressed questions raised by Commissioner Tuck.

Commissioner Kirouac stated he will meet with Supervisor of Elections Karen Healy and follow up with the County Administrator.

Mr. Nitz addressed Commissioner Elwell’s question regarding the Fee Schedule.

13. COMMISSIONERS

Commissioner Kirouac, Commissioner Tuck, and Commissioner Campbell commented on touring the Avon Park Air Force Bombing Range last week.

14. INFORMATIONAL

A. Board payables from August 1, 2023 to August 14, 2023. *See Check Reports file.*

15. ADJOURN

Commissioner Tuck moved to adjourn the Regular Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 12:46 p.m.

REGULAR MEETING OF THE BOARD, SEPTEMBER 7, 2023

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

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

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; David Ontermma, Court Services Senior Director for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Commissioner Roberts.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Glenn West, Ret., U.S. Army, Military Officers Association of America.

4. **ANNOUNCEMENTS**

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, September 5, 2023, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will meet on Thursday, September 7, 2023, at 3:30 p.m., in the Veterans Services Office, 7209 South George Blvd., Sebring, FL.

The Highlands County Board of County Commissioners will hold the first Public Hearing to consider the proposed FY 23/24 Budget on Thursday, September 7, 2023, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners will hold a special meeting to hold a Workshop to discuss homelessness and mental health in the county, on Tuesday, September 12, 2023, at 1:00 p.m., at the Jack Stroup Civic Center, 355 W. Center Avenue, Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, September 12, 2023, at 3:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL.

The Heartland Library Cooperative Governing Board will meet on Wednesday, September 13, 2023, at 10:30 a.m., at the Lake Placid Memorial Library at 205 W. Interlake Blvd. Lake Placid, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

No report.

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

- A. **County Administrator Laurie Hurner, Presentation of Years of Service Awards**

Jonathan Harrison, Road & Bridge Director, presented years of service awards to Jeffrey Layport, Gary Piggott, and Dawn Ritter. **See SMB 152 Page 194.**

B. Presentation of Employee of the Quarter for the 2nd Quarter of 2023.

Laurie Hurner, recognized David Nitz, OMB Manager, for being nominated Employee of the Quarter for the 2nd Quarter of 2023. **See SMB 152 Page 195.**

C. Recognition of Highlands County Fire Rescue for their fundraising efforts and generous donation of school supplies for children in Highlands County.

Cynthia Acevedo, Healthy Families Program Manager/Assistant Community Programs Director, recognized the Highlands County Fire Rescue Team for their fundraising efforts and generous donations and provided a presentation detailing those efforts. **See SMB 152 Page 196.**

D. Highlands County Fire Rescue Employee and Volunteer Life Saver Award Presentation

Dustin Fitch, Acting Deputy Chief, presented Employee and Volunteer Life Saver Awards to Lt. Max Sherwood, Jason Hernandez, Alba Espinoza, Chris Cruz, Jorge Santiago, Jared Akins, and Caylyn Gonzalez. **See SMB 196 Page 197.**

E. Recognition of national re-accreditation by the National Children's Alliance to the Ruth E. Handley Children's Advocacy Center.

Ingra Gardner, Director of Community Programs, announced the Ruth E. Handley Children's Advocacy Center was recognized by the National Children's Alliance for their national re-accreditation. **See SMB 152 Page 198.**

F. Highlands County Economic Development marketing update to the board.

Sara Beth Rogers, Economic Development Director, and Erica Sittler, with Maris, West, and Baker, provided a marketing update for the Highlands County Economic Development Department. **See SMB 152 Page 199.**

7. PUBLIC COMMENT

Mr. Herb Somers came before the Commission to address his concerns with a driveway permit at 5222 Lakewood Road and speeding in the Lakewood Road area.

Mr. Dale Struven came before the Commission to address his concerns with the zoning and land use for the large property mentioned by Mr. Somers.

Mr. Scott Schragger came before the Commission to address his concerns with sewers in Lake Placid and requested a special meeting to discuss low pressure sewers.

Mr. Fred Hartzell came before the Commission to address his concerns with the proposed sewer system in Lake Placid.

Mr. Greg Dunlop, president of the Placid Lakes Homeowners Property Association, came before the Commission to address his concerns with the Town of Lake Placid Sewage Project extension into the Placid Lakes Subdivision.

Ms. Colleen Charles came before the Commission to address her opposition to low pressure sewers and commented on DEP impaired lakes and best management practices.

Councilman Ray Royce, with the Lake Placid Town Council, came before the Commission to comment on the Lake Placid Wastewater Septic to Sewer Project and stated a decision has not been made by the Town Council as to which systems will be used. Councilman Royce stated the Town plans to adopt a Resolution allowing the Town Administrator and Town Attorney to seek funding that will help mitigate the costs of the project.

County Attorney Sherry Sutphen stated the County adopted a Resolution on July 6, 2021, which supported the

Town following through with acquiring grants and after that acquisition, would enter into necessary interlocal agreements to enable them to follow through with Code Enforcement, inter-boundaries related to the expansion, and supporting the expansion of the sewer system. Ms. Sutphen's stated the County's involvement is strictly cooperation with the Town.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Roberts seconded the motion.

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

- A. Request approval for change order #3 to the agreement for external audit services with Clifton Larson Allen (CLA). See *CliftonLarsonAllen* file.**
- B. Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2023-2024. See *SMB 152 Page 200*.**
- C. Request approval to waive fees for the Friends of Istokpoga Lake Association, Inc. for rental of the Lorida Community Center for Fiscal Year 2023-2024. See *SMB 152 Page 201*.**
- D. Request approval of FY23/24 Child Advocacy Trust Fund Award Agreement. See *Children's Advocacy Center* file.**
- E. Request approval to write-off uncollectible past due employee benefit premiums of former Clerk of Courts employees. See *SMB 152 Page 202*.**
- F. Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities. See *Town of Lake Placid* file.**
- G. Request approval of the contract between Excavation Point Inc. and Highlands County for Asphalt Milling. See *Excavation Point, Inc.* file.**
- H. Request approval of the contract between Hickey Mining, Inc and Highlands County for Clean fill dirt. See *Hickey Mining, Inc.* file.**
- I. Request approval to discontinue the CANARX program per the Highlands County Insurance Committee's recommendation effective December 31, 2023. See *SMB 152 Page 203*.**
- J. Request approval of Wellness Budget for the plan year 2023. See *SMB 152 Page 204*.**
- K. Request adoption of Resolution No. 22-23-162 for Budget Amendment No. 22-23-139 to approve and authorize to set up Project 22077 the Duke Energy Foundation Emergency Preparedness Outreach Grant. See *Res. Book 34 Page 173 & SMB 152 Page 205*.**
- L. Request to approve BA 22-23-141 to move excess funds from Project 21046 (Spring Lake Drainage Improvement) to Project 22010 (ADA Hammock Rd. Multi Use Path) for pedestrian facility improvements. See *SMB 152 Page 206*.**
- M. Request approval to expend funds from the Special Law Enforcement Trust Fund as well as request adoption of Resolution 22-23-163 for Budget Amendment 22-23-140. See *Res. Book 34 Page 174 & SMB 152 Page 207*.**
- N. Request approval of Resolution 22-23-180 designating an authorized representative for the purpose of executing the Florida Department of Environmental Protection. See *FDEP* file & *Res. Book 34 Page 175*.**

- O. **Request adoption of Resolution No. 22-23-175 for Budget Amendment No. 22-23-142 to authorize transfer of funds from Fund 191A to Project 22012 Memorial Trailhead Phase II.** *See Res. Book 34 Page 176 & SMB 152 Page 208.*
- P. **Request approval to waive fees for the Sebring Middle School Junior Varsity Football Game at the Multi-Sports Complex.** *See SMB 152 Page 209.*
- Q. **Request to approve a donation to South Florida State College, 10 outdated Motorola XTS 5000 portable radios, 2 multi-unit radio chargers and 6 Motorola remote speaker microphones.** *See SMB 152 Page 210.*
- R. **Request adoption of Resolution 22-23-161 for Budget Amendment 22-23-138 for Project 22081 Medal of Honor Park.** *See Res. Book 34 Page 177 & SMB 152 Page 211.*
- S. **Request adoption of Resolution 22-23-176 for Budget Amendment 22-23-144 to clean-up negative account balances in various cost centers.** *See Res. Book 34 Page 178 & SMB 152 Page 212.*
- T. **Request retroactive approval from June 30, 2022, for the 2022-2023 Hazard Analysis Grant between the State of Florida, Division of Emergency Management and Highlands County.** *See Emergency Management Grants & Agreements file.*
- U. **Request adoption of Resolution 22-23-150 for Budget Amendment 22-23-128 for the 2022-2023 Hazard Analysis Grant.** *See Res. Book 34 Page 179 & SMB 152 Page 213.*
- V. **Request approval of Recreation Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities.** *See City of Avon Park file.*
- W. **Request approval of the minutes from the July 3, 2023 Regular Meeting of the Board and the July 11, 2023 Special Board Budget Workshop.** *See Clerk of Courts website.*
- X. **Florida 911 Region 6 Next Generation 9-1-1 Project Grant Acceptance.** *See Sheriff's Office file.*
- Y. **Request approval retroactively to August 1, 2022, the Florida 911 Region 6 Next Generation 9-1-1 Project MOU and approve addendum 1 to the MOU to add additional Counties.** *See Sheriff's Office file.*

9. COMMITTEE ASSIGNMENTS:

No report.

10. PUBLIC HEARING

No public hearings.

11. ACTION AGENDA

Commissioner Kirouac moved approval of the action agenda. Commissioner Tuck seconded the motion.

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

- A. **Request approval of Budget Amendment 22-23-137 and a contract between Highlands County and E.O. Koch Construction Co. for the construction of a New Traffic Ops Building (Project 19007).** JD Langford, County Engineer, presented the request.

J.D. Langford, County Engineer, presented the request, and introduced to the Board the new Assistant County Engineer Joseph Defronzo.

Commissioner Tuck moved approval of Budget Amendment 22-23-137 and a contract between Highlands County

and E.O. Koch Construction Co., for the construction of a new Traffic Ops building (Project 19007).

Upon roll call, all Commissioners voted aye. The motion carried. **See E.O. Koch Construction file & SMB 152 Page 214.**

B. Request approval of the Agreement with Parker Mudgett Smith Architects for the Highlands County Special Needs Shelter.

Brandon Gunn, Interim Facilities Director, presented the request and addressed concerns raised by the Commission.

Commissioner Roberts moved approval of the agreement with Parker Mudgett Smith Architects for the Highlands County Special Needs Shelter.

Upon roll call, all Commissioners voted aye. The motion carried. **See Library of Consultants file.**

C. Request to donate surplus land to Spring Lake ECO Park.

Sherry Sutphen, County Attorney, presented the request and stated the property has not been declared surplus, but will be requested as part of this item. Ms. Sutphen stated Joe DeCerro, District Manager for the Spring Lake Improvement District, has requested this property be granted to Spring Lake so it may be joined with the adjacent property and make a larger ECO park. Commissioner Kirouac stated this park is open to all citizens of the county. Ms. Sutphen stated the park will be a public park but maintained by the Spring Lake Improvement District.

Commissioner Elwell moved to declare the described property as surplus and no longer needed for county purposes and approve the transfer of the property, by county deed, to Spring Lake District. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 215.**

D. Request adoption of Resolution 22-23-181 prohibiting residential financing programs for funding certain energy conservation and efficiency improvements.

Sherry Sutphen, County Attorney, presented the request and read the caption of the Resolution into the record. Property Appraiser Raymond McIntyre and Tax Collector Eric Zwyer spoke in support of the Resolution.

Commissioner Kirouac moved approval of Resolution 22-23-181 prohibiting residential financing programs for funding certain energy conservation and efficiency improvements. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 180 & SMB 152 Page 216.**

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report

Ms. Sutphen stated no new lawsuits have been filed against the county. **See SMB 152 Page 217.**

B. Presentation to consider the Revised Proposed Budget for FY 23/24.

David Nitz, OMB Manager, presented the revised Proposed Budget for FY 23/24 and addressed concerns raised by the Commission. **See SMB 152 Page 218.** (Please see Clerk of Courts website for detailed information.)

13. COMMISSIONERS

Commissioner Roberts addressed his concerns regarding the Lake Placid sewer project.

Commissioner Kirouac also commented on the Lake Placid sewer project and encouraged patience while the Town of Lake Placid works through this process. Commissioner Kirouac reminded everyone the Homeless and Mental Health Workshop will be held on September 12, 2023, at 1:00 p.m., at the Jack Stroup Civic Center.

Commissioner Tuck commented on Senate Bill 252 and the upcoming Venus Clubhouse rib festival and the waiving of fees for this event. Commissioner Tuck also stated she spoke to the County Administrator about looking into the cost of contracting with Jim Spratt to lobby for the county in Tallahassee.

Commissioner Elwell questioned if the county agendas could be shared with the municipalities and school board and request the same from them, so everyone is aware of the items being considered.

Commissioner Campbell reminded the public the workshop on mobile homes will take place on November 7, 2023, and questioned if the Commission would entertain placing a moratorium on mobile home parks until the workshop occurs. There was no consensus for a moratorium.

14. INFORMATIONAL

A. Board payables from August 15, 2023, to September 6, 2023. *See Check Reports file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting adjourned at 12:01 p.m.

EMERGENCY MEETING OF THE BOARD, AUGUST 29, 2023

1. The meeting was called to order at 9:03 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This emergency meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was provided to the Clerk to become part of the permanent record. **See Proof of Publication file.**

2. INVOCATION

The meeting opened with a prayer led by Commissioner Kevin J. Roberts.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Scott A. Kirouac.

4. ACTION AGENDA

Commissioner Kirouac moved to set the action agenda as presented. Commissioner Roberts seconded the motion.

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

A. Request approval to declare a state of local emergency.

Corey Amundsen, Emergency Management Manager, and Sherry G. Sutphen, County Attorney, presented the request. Ms. Sutphen read the caption of the proposed resolution to declare a state of local emergency into the record.

Mr. Amundsen provided an update as of 8:00 a.m. on Tropical Storm Idalia, which has been upgraded to a hurricane. Mr. Amundsen and the Honorable Peter F. Estrada, Circuit Court Judge, addressed questions raised by Commissioner Roberts and Commissioner Elwell.

Chairman Campbell opened the floor for public comment. Input was not provided.

Commissioner Tuck moved approval to declare a state of local emergency. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 172 (Resolution No. 22-23-177) & SMB 152 Page 187.**

5. ADJOURN

Commissioner Kirouac moved to adjourn the Emergency Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion carried.

The meeting was adjourned at 9:12 a.m.

**SPECIAL MEETING OF THE BOARD, AUGUST 29, 2023
WORKSHOP ON COMMISSIONERS' PRIORITIES**

1. The meeting was called to order at 9:15 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

**Commissioner Arlene Tuck
Commissioner Don Elwell**

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

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

2. INVOCATION

The invocation was delivered during the emergency meeting regarding Hurricane Idalia.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited during the emergency meeting regarding Hurricane Idalia.

4. WORKSHOP:

A. Opening Comments.

Nick Sawyer, Deputy County Administrator/Chief of Staff, briefly outlined the purpose of this workshop. ***See SMB 152 Page 188.***

B. Ethics review of commissioner and staff roles and responsibilities.

Sherry G. Sutphen, County Attorney, stated this topic is meant for the Commission to enhance the process of selecting their goals and objectives and to address the functions of staff. ***See SMB 152 Page 189.***

C. Strategic Plan Presentation

1. Defining/explaining a Strategic Plan

Mr. Sawyer defined and explained what a good strategic plan is and commented on strategic areas to focus on to help make goals more realistic. ***See SMB 152 Page 190A.***

2. Explanation of the goals for the meeting

County Administrator Laurie Hurner shared that the goals for County Administration is communication and transparency. ***See SMB 152 Page 190B.***

D. Static Display Interaction

1. Commissioners presented with a map of the county noting current and 5-year projected facilities and departmental concerns.

Mr. Sawyer presented the Commission with a map of the county and invited them to read the posters before them and engage with staff should they have any questions. ***See SMB 152 Page 191A.***

2. Review services and concerns from Division Directors.

Division directors were provided the opportunity to present their concerns and address concerns raised by the Commission. **See SMB 152 Page 191B.**

3. Question and Answer Session about Departments with Directors.

The Commission addressed questions with directors regarding their respective departments. Each director addressed those concerns. **See SMB 152 Page 191C.**

E. Administration Plan

See SMB 152 Page 192.

F. Identify and discuss the top two (2) priorities from each commissioner.

Each commissioner presented their top two priorities. **See SMB 152 Page 193.**

Commissioner Campbell stated his top two priorities were higher-wage jobs and building a fire station in Lake Placid.

Commissioner Roberts stated his top two priorities were to move forward with selling the hospital and the shell rock extension of Daffodil Road. Commissioner Roberts also added the paving of Schumacher Road, an additional entrance to Sun 'N Lake, restoration of the old courthouse, and replacement of generators at the EOC.

Commissioner Kirouac stated his top two priorities were drainage throughout the county and to prioritize existing infrastructure.

Commissioner Tuck stated her top priorities were to focus on selling the hospital and possibly place a drug rehabilitation/mental health center in that area, continue with the workshop regarding mobile homes, and the need for an appropriations lobbyist.

Commissioner Elwell stated his top priorities were to obtain funding and dedicate resources to remodel the county's most-troublesome intersections: US 27 & Hammock Road, US 27 & Sparta Road, and US 27 & Lakeview. The second priority is to begin transition of the county's revenue stream to those funds that are generated more equitably by user fees and non-ad valorem assessments, then reducing the county's millage and the burden of non-ad valorem taxes. The last priority is to create a culture and environment alongside executive team and directors to recruit, retain, and promote the very best high-performing team members.

1. Develop the thought into an actionable item that can be worked into a budget and timeline.

Mr. Swayer thanked the commissioners for providing their goals and stated staff would review this meeting and bring back those goals the Commission alluded to. Ms. Hurner stated staff will make sure these goals become the priorities list going forward and thanked everyone for their questions and comments.

Detailed discussion of workshop available on the Clerk of Courts website. www.highlandsclerkfl.gov

5. PUBLIC COMMENTS

No participants.

6. ADJOURN

Commissioner Elwell moved to adjourn the Special Meeting of the Board.

Chairman Campbell called for those in favor. The ayes have it and the motion is carried.

The meeting was adjourned at 11:37 a.m.

**SPECIAL MEETING OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
to discuss homelessness and mental health in the County with community stakeholders**

SEPTEMBER 12, 2023

1. The meeting was called to order at 1:00 p.m. in the Jack Stroup Civic Center at 355 W. Center Ave., Sebring, Florida, with the following members present:

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

**Commissioner Arlene Tuck
Commissioner Don Elwell**

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; and Jill Ann Shields, Deputy Clerk.

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

Nick Sawyer, Assistant County Administrator/Chief of Staff, announced the presence of Sheriff Paul Blackman, Clerk of Courts Jerome Kaszubowski, and representatives from the City of Avon Park, City of Sebring, Town of Lake Placid, School Board of Highlands County, AmeriCorps Seniors RSVP, Community Programs Director Ingra Gardner, and Public Information Officer Karen Clogston.

2. INVOCATION

The meeting opened with a prayer led by Pastor Powell.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Col. Mike Borders, U.S. Army, Retired.

4. Opening Comments: County Administrator Laurie Hurner

Laurie Hurner, County Administrator, offered opening comments and thanked everyone present today.

5. Workshop goals and format: Nick Sawyer, Assistant County Administrator/Chief of Staff

Mr. Sawyer stated the goal today is to learn about the available resources as well as identify and discuss the issues and challenges.

6. Overview of current and future resources: Nick Sawyer, Assistant County Administrator/Chief of Staff

Mr. Sawyer presented a list of several organizations that offer resources in several areas, such as housing, food, mental health, addiction, children services, and more. **See SMB 152 Page 224.**

7. Discussion on Mental Health initiatives: Facilitated discussion.

Maria Carrasquillo, with Hogar Resa, Inc, addressed the issues with the lack of insurance for mental health.

Bernadette Hansen, with the Children's Advocacy Center of Highlands County, shared that mental health and substance abuse services are available at Tri-County Human Services for persons who do not have insurance.

Bill Stephenson, with Samaritan's Touch Care Center, shared that medical and mental health services are provided at Samaritan's Touch Care Center to persons with no insurance.

Tronda Burton, with Peace River Center Victim Services, shared the current challenge they are seeing is the number of therapists versus demand, and stated they are working on recruiting more therapists.

Aisha Alayande, with Heartland Core Wellness, shared that lack of transportation to access these services is also a challenge. In regard to funding, Ms. Alayande suggested policy wording should be structured in a way that more people and services could be covered.

Natasha Lambright, with Volunteers of America, shared that transportation is available to those participants of their program.

Commissioner Tuck shared that transportation may be available through the Central Florida Regional Transportation Disadvantaged Program.

Shirley Johnson, with the Highlands County Sheriff's Office, and Bernadette Hansen, both commented on the transportation services available in Highlands County and provided the following phone number where citizens can call to request information: 1-800-260-0139.

Attorney Daniel Paige shared that another challenge is that mental health patients do not recognize the need for help, or do not have the support from family to get them help, and perhaps access to these services could come to them.

Luis Rivas, with the Central Florida Behavioral Health Network, Inc., shared that funding requirements for mental health and substance abuse help are too strict.

Barbara Cochlin, Sebring resident, addressed myths regarding homelessness.

Noelia Martinez, with the School Board of Highlands County, shared that another mental health and homelessness challenge is the lack of trust in the individuals offering therapy or services.

Jane Breylinger, with Hands for Homeless, stated she has been advocating for a resource center to service people with many issues.

Kevin Santiago, with Hogar Resa, Inc., stated he is a recovering addict who now volunteers at Hogar Resa for 15 years and is helping to save lives in this community.

Dustin Fitch, with Highlands County Fire Rescue, commented on alternative destinations to transport mental health crisis patients to facilities licensed to operate in Highlands County.

8. Discussion on Housing Initiatives: Facilitated discussion.

Katie Beatty, with the New Testament Church & Mission, shared the need for a facility in Highlands County, voluntary and involuntary. Ms. Beatty stated the New Testament Church & Mission has been the only shelter in Highlands County for 48 years.

Pastor Marilyn Rodriguez, with Bountiful Blessings Church of God, noted the need for housing and long-term services.

Addlyn Teague, with HCA Florida Highlands Hospital, shared the hospital's concerns when discharging mental health patients and the need for medical shelters.

Pastor Richard Storts, with First Sebring Church, commented on the need for county-initiated programs.

Trevia McKinney (sp) commented on the volunteer efforts happening in Atlanta, Georgia and stated it has to start with a facility in the county.

Jane Breylinger, with Hands for Homeless, commented on the homelessness efforts happening in Lake Wales, Florida.

Maria Carrasquillo, with Hogar Resa, Inc., commented on empty or abandoned hotels that could be reorganized into housing for the homeless.

Lucy Castillo, Highlands County Housing Department, commented the County's SHIP program and the rapid rehousing rental assistance program.

Shirley Johnson, with the Highlands County Sheriff's Office, commented on inmates leaving the jail and finding them a shelter or place to go to.

Councilwoman Terry Mendel, with the City of Sebring, shared words of gratitude for the coordination happening already between the different agencies today and requested these meetings happen regularly.

Bob McNeilley, with the Heartland Food Bank, commented on the services offered by the Heartland Food Bank and the need for government involvement.

Amanda Fernandez, with the Highlands County Housing Department, commented on the housing challenges people face when they have a negative background.

9. Discussion on Education Initiatives: Facilitated discussion.

Joy Brastrom, with Hands for Homeless, commented on the need for a computer lab where people can apply for jobs or resources.

Vikki Brown, Highlands County Library Manager, commented on the resources provided by the libraries and computer availability.

Shannon Kuen, with CareerSource Heartland, commented on the educational resources provided by CareerSource Heartland.

Jacob Lyons, with Hands for Homeless, shared that he is working alongside the Avon Park Chamber of Commerce and Double K Farm to open a community garden and teach people about harvesting and cooking.

Michelle Young, with the New Testament Church & Mission, addressed her concerns with the need to teach people the basic life skills.

Dr. Bobbie Smith-Powell, with Heads, Hearts and Hands of Heartland, Inc., commented on the need for a tracking system.

Jim Upchurch, retired citizen, introduced himself and shared his involvement with affordable housing units, including homeless shelters in Highlands County and is willing to share his experiences that will possibly help others.

10. PUBLIC COMMENTS:

George Ridenour, with the Highlands County Sheriff's Office and Tri-County Human Services, commented on the substance abuse and mental health treatment efforts of many agencies, the overpopulation of the county jail, and stated this meeting with the commissioners is just a start to bring agencies together. Mr. Ridenour invited everyone to the ministerial association revival on Monday, September 15, 2023, at the Community Bible Church in Avon Park.

Donna Howerton, with the School Board of Highlands County, thanked everyone for the information provided today and stated perhaps a directory could be put together with the information and services provided by each agency to share with everyone.

11. The next steps: Nick Sawyer

Mr. Sawyer encouraged everyone to complete the survey and provide feedback and ideas for next steps and how to better improve this process.

12. Closing comments: Community Programs Director Ingra Gardner

Ingra Gardner, Community Programs Director, shared closing comments and thanked everyone who took the time to participate in this workshop and for their commitment to work together to help build a better Highlands County.

13. ADJOURN

The meeting was adjourned at 2:53 p.m.

PUBLIC HEARING OF THE BOARD to consider the FY 2023-2024 PROPOSED BUDGET

SEPTEMBER 07, 2023

1. The meeting was called to order at 5:30 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

**Commissioner Arlene Tuck
Commissioner Don Elwell**

Also, present: Laurie Hurner, County Administrator; David Ontermay, Senior Director of Court Services for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Richard Storts, with the First United Methodist Church in Sebring.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairman Campbell.

4. Reading of the announcement sheet into the record by the Chair

Chairman Campbell read the announcement sheet into the record. Notice of this public hearing was submitted to the Clerk to become part of the permanent record. **See SMB 152 Page 220.**

5. Public hearing statement (read by Chairman) to identify the millage rate and the purpose of the Public Hearing

Chairman Campbell read into the record the public hearing statement identifying the millage rate and purpose of the public hearing. **See SMB 152 Page 221.**

6. Budget Presentation by staff

A. Presentation of the Fiscal Year (FY) 2023-2024 Revised Proposed Budget Power Point

David Nitz, OMB Manager, gave a brief presentation on the Revised Proposed Budget for FY 2023/2024. **See SMB 152 Page 222.**

7. 1st Budget Public Hearing open to public input, discussion and comments

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

8. Motion for Resolutions for the adoption of the FY 2023-2024 Budget

A. Review of the Proposed Budget for FY 23/24 and request adoption of Resolutions as required by the Florida Department of Revenue. See SMB 152 Page 223.

1.) Resolution No. 22-23-184 to adopt the FY 23/24 Budget for Municipal Service Units and Districts

Tanya Cannady, Business Services Director, read into the record the Resolution to adopt the budget for the municipal service units and districts for FY 23/24.

Commissioner Kirouac moved approval to adopt Resolution No. 22-23-184 as presented. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 196.**

2.) Resolution No. 22-23-182 to adopt the Tentative Millage Rate for FY 23/24.

Valerie Fleege, Senior Budget Analyst, read into the record the Resolution to adopt the tentative millage rate for FY 23/24.

Commissioner Elwell moved approval to adopt Resolution No. 22-23-182 as read. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. **See Res. Book 34 Page 197.**

3.) Resolution No. 22-23-183 to adopt the Tentative Budget for FY 23/24.

David Nitz, OMB Manager, read into the record the Resolution to adopt the tentative budget for FY 23/24.

Commissioner Tuck moved approval to adopt Resolution No. 22-23-183. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 198.**

Chairman Campbell announced the Final Budget Public Hearing to adopt the FY 2023/2024 Budget will be held on Tuesday, September 19, 2023, at 5:30 in the Boardroom and advertisement will be placed in the local newspaper prior to this date.

Mr. Dennis Powell came before the Commission to address his concerns with property values and the millage rate. The Commission addressed his concerns.

Mr. Bruce Bell came before the Commission to address his concerns with the assessed value of his property. Commissioner Kirouac and Commissioner Elwell advised staff would analyze and get back to him with an answer.

9. ADJOURN

Commissioner Elwell moved to adjourn the Public Hearing of the Board.

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

The meeting was adjourned at 5:56 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec. 5, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval of the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to an irrigation pipe located under CR 621; approval of the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the use of a ditch located in the right of way of CR 621; approval of the Encroachment Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the encroachment of a portion of certain bona fide agricultural structures in the right of way of CR 621; and approval of the Easement Termination instrument in favor of PGP PARTNERS, LTD., and DP PARTNERS, LTD., which terminates various Easements over private property which are no longer needed for County purposes.

STATEMENT OF ISSUE

County staff was approached recently by the Phypers family regarding a private property irrigation system which is partially located in the right of way of County Road 621 and has been used for bona fide agricultural operations on Phypers property for decades. There are no instruments recorded in the official records of Highlands County which authorize the existence of the irrigation system in the County right of way. The Phypers family is in the process of selling the property benefitted by the irrigation system and the new owner would like some more formal assurances related to the irrigation system located in the County's right of way. County staff and the Legal Department have worked with the Phypers and the new property owners to develop the proposed documents. County staff recommends approval of the proposed documents and submit that the documents will adequately protect the County Road Improvements and better define the new owner's use of the County right of way.

RECOMMENDED ACTION

Move to approve the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to an irrigation pipe located under CR 621; to approve the License Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the use of a ditch located in the right of way of CR 621; to approve the Encroachment Agreement with PGP PARTNERS, LTD., and DP PARTNERS, LTD., related to the encroachment of a portion of certain bona fide agricultural structures in the right of way of CR 621; and to approve the Easement Termination instrument in favor of PGP PARTNERS, LTD., and DP PARTNERS, LTD., which terminates various Easements over private property which are no longer needed for County purposes.

FISCAL IMPACT

There is not fiscal impact.

Attachments: [License Agreement.DITCH.SGS.Final.docx](#)
[Encroachment Agreement.Duda.SGS.Final.doc](#)
[License Agreement.PIPE.SGS.Final.docx](#)

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 S. Commerce Avenue
Sebring, Florida 33870

LICENSE AGREEMENT

THIS LICENSE is granted by **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, whose address is 106 SW County Road 721, Okeechobee, Florida 34974, hereinafter referred to as “**GRANTOR** or **County**” unto **A. DUDA & SONS, INC.**, a Florida corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as “**GRANTEE**”.

WITNESSETH:

WHEREAS, the GRANTOR is the fee simple owner of that certain property which is more particularly described in **Exhibit “A”**, attached hereto and made a binding part hereof by this reference (“**License Area**”); and

WHEREAS, the License Area is located in the right of way for County Road 621, which includes a ditch within the grass shoulder (the “**County Ditch**”); and

WHEREAS, GRANTEE owns and holds fee-simple title to certain real property located in Highlands County, Florida, which is adjacent to the County Road Improvements and the License Area, as more particularly described on **Exhibit “B”**, attached hereto and made a binding part hereof by this reference (the “**Benefitted Parcels**”); and

WHEREAS, the successor in interest to the GRANTEE historically maintained a bona fide agricultural operation on the Benefitted Parcels and irrigated the same through a privately maintained system which conveyed water from Lake Istokpoga to the Benefitted Parcels (hereinafter collectively referred to as the “**Irrigation System**”); and

WHEREAS, a portion of the Irrigation System is located and has been operated by utilizing the County Ditch; however, there is not a written instrument which authorizes the operation of the Irrigation System utilizing the County Ditch located in the License Area or which defines the permitted use of the License Area; and

WHEREAS, in conjunction with its recent purchase of the Benefitted Parcels, the GRANTEE requested that the GRANTOR provide written authorization for use of the License Area; and

WHEREAS, in order to protect the County Ditch, the GRANTOR has determined that it is in the best interest of citizens of Highlands County and the traveling public to enter into a License Agreement with the GRANTEE in order to better define its use of the License Area.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this License Agreement.

2. GRANT OF LICENSE.

A. Subject to all terms and conditions of this License, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive license over, across and through the License Area as more particularly described in **Exhibit "A"** for the purpose of sending water through the County Ditch as part of the Irrigation System used for the agricultural operation on the Benefitted Parcels, together with the right of ingress and egress over and across the License Area, PROVIDED, HOWEVER, GRANTEE's use of the License Area for this purpose shall not unreasonably interfere with the ownership rights of GRANTOR or the rights of the traveling public, except only as may be authorized through a validly issued County permit.

B. The GRANTEE agrees to monitor water levels in the County Ditch and to conduct its Irrigation System operations in a manner that avoids overwhelming the County Ditch or causes water levels to exceed the capacity of the County Ditch, in the sole opinion of the County Engineer, as verified through calculations and/or other evidence as requested by the County Engineer and provided by the GRANTEE at its sole cost and expense.

C. The GRANTEE shall not drudge, scrape, clean, alter, widen, expend or in any way modify the County Ditch or perform any work of any kind in the County Ditch without full authorization from the County through a validly issued County permit which GRANTEE shall secure at its sole cost and expense. In such an event, the GRANTEE must comply with all conditions set forth in the permit as if such conditions of the permit were part of this License Agreement. The GRANTEE acknowledges that the placement or construction of any improvements in the License Area by the GRANTEE, which are inconsistent with the rights granted hereunder, are at the risk of the GRANTEE.

3. TERM AND TERMINATION.

A. The Term of this License shall begin on the date of recording of this instrument in the public records of Highlands County, Florida and shall extend from year to year unless terminated pursuant to the conditions set forth herein.

B. In the event GRANTEE ceases to utilize the License Area to send water as part of its Irrigation System in furtherance of a bona fide agricultural use on the Benefitted Parcels for a period of six (6) consecutive months this License shall terminate automatically without the need to record any further instrument in the official records of Highlands County, Florida.

C. If GRANTEE fails to comply with any condition of this Agreement, at the time or in the manner provided, GRANTOR may terminate this License if such breach or default is not cured within fifteen (15) days after written notice is provided to GRANTEE, to the address listed above, or if the breach or default is not susceptible to cure within a fifteen (15) day period, GRANTEE commences curative action within such fifteen (15) day period and thereafter pursues the completion of such curative action with commercially reasonable diligence and completes such cure within such established time period agreed to by the GRANTOR.

D. In the event the GRANTOR determines that it is necessary and appropriate to widen, expand or otherwise improve County Road 621, such that maintaining the County Ditch is no longer effective, the GRANTOR shall provide the GRANTEE with reasonable notice as to the necessary termination of this License Agreement. Upon the effective date of such termination, the GRANTOR shall cease providing the County Ditch for GRANTEE's use and GRANTEE, at its sole cost and expense,

shall be responsible for relocating and reconstructing the flow mechanism of its Irrigation System on private property outside of the right of way for County Road 621.

4. CONDITION OF LICENSE AREA. GRANTEE acknowledges and agrees that it accepts the License Area in its “as-is, where-is” condition, (i) with all defects, imperfections and faults, whether latent or patent in nature, (ii) without any recourse to the GRANTOR, and (iii) without representations or warranties, express or implied, by GRANTOR. GRANTOR shall not have any obligation whatsoever to improve, modify or otherwise repair the License Area in connection with GRANTEE’S access or use of the License Area.

5. EXERCISE OF RIGHTS. The rights and License granted to GRANTEE herein are subject to the following provisions:

- a. GRANTEE shall have sole responsibility for obtaining any necessary federal, state and/or county permits and/or regulatory approvals in and for the operation of the Irrigation System which includes use of the License Area, as well as providing any and all plans and/or drawings as deemed necessary and appropriate, in the sole discretion of the regulatory agency, to ensure that any such operation of the Irrigation System is conducted according to the entity’s standards.
- b. Any rights granted hereunder shall be exercised by GRANTEE only in accordance and compliance with any and all applicable federal, state and laws, ordinances, rules, regulations, permits and approvals.
- c. GRANTOR makes no representation that the License Area is suitable for the GRANTEE’s use.
- d. Except in accordance with a validly issued permit, at no time shall GRANTEE or anyone acting by or on behalf of GRANTEE prevent or materially impede GRANTOR or the travelling public from using the License Area.
- e. At no time shall GRANTEE or anyone acting by or on behalf of GRANTEE intentionally interrupt (whether on a temporary or permanent basis) utilities or other improvements in the right of way of County Road 621, abutting the License Area or the Benefitted Parcels, whether currently existing or installed in the future.
- f. In the event the GRANTOR determines that it is necessary and appropriate to widen, expand or otherwise improve County Road 621, such that maintaining the County Ditch is no longer effective, the GRANTEE shall vacate the License Area on the effective date of termination as provided by the GRANTOR.
- g. GRANTOR hereby reserves, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said License Area,

for any purpose or use that will not unreasonably interfere with the normal operation of the GRANTEE's use.

6. INDEMNIFICATION. GRANTEE shall indemnify, defend and hold harmless and shall contractually require and cause all contractors, sub-contractors and the like performing work for the GRANTEE within the License Area, to indemnify, defend and hold harmless HIGHLANDS COUNTY, and its employees, officers, supervisors, and representatives (together, "COUNTY Indemnitees"), from any and all claims, liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against COUNTY Indemnitees which are in connection with or arise out of use of the License Area by GRANTEE or its contractors, sub-contractors or the like, and their successors, assigns, agents, employees, materialmen, officers, invitees, or representatives, as well as damage, destruction or deterioration of the License Area in any way stemming from or related to GRANTEE's use of the License Area, all including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

7. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of and keep current on file with Highlands County, in the form deemed appropriate by the County:

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, UMBRELLA COVERAGE:** Two Million Dollars (\$2,000,000.00); and,

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

- B. For every insurance policy required hereunder, the GRANTEE shall provide the County with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of each insured GRANTEE,
 2. List "HIGHLANDS COUNTY" as an Additional Insurer,
 3. Recognizes the Indemnification requirements of this Agreement.
 4. The name of the insurer,
 5. The number of the policy,
 6. The effective date,
 7. The termination date,
 8. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The GRANTEE shall name "Highlands County" as an additional insured, 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- E. The GRANTEE shall ensure that any contractors, sub-contractors or the like, hired to perform any of its responsibilities pursuant to this License Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the County.
- F. The GRANTEE 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 GRANTEE 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 GRANTEE and shall deliver evidence of the same to the County upon reasonable request.
- G. All insurance carriers shall have an AM Best Rating 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.

8. PARTIES. This License is solely for the benefit of GRANTEE and GRANTOR, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this License Agreement. Nothing in this License expressed or implied is intended or shall be construed to confer upon any person or corporation other than GRANTEE and GRANTOR any right,

remedy, or claim under or by reason of this License or any of the provisions or conditions of this License. The GRANTEE shall be solely responsible for enforcing its rights under this License Agreement against any interfering third party. Nothing contained in this License shall limit or impair GRANTEE's right to protect its rights from interference by a third party.

9. CONTROLLING LAW AND VENUE. This License shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Highlands County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this License.

10. BINDING EFFECT. This License and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be recorded in the official records of Highlands County, Florida.

11. FINANCING. To the extent required by the Institutional First Mortgage (as herein defined) GRANTEE is expressly authorized to assign its rights, privileges, and obligations arising out of this Agreement without the further consent of GRANTOR, for the sole purpose of obtaining financing secured by an Institutional First Mortgage and for no other. In the event of foreclosure of an Institutional First Mortgage secured by the Benefitted Parcels, the provisions of this Agreement and the License created hereby shall inure to the benefit of any Institutional First Mortgagee. For purposes of this Agreement an "Institutional First Mortgage" shall mean and refer to a mortgage wherein the mortgagee is a bank, savings and loan association, federally chartered agricultural credit association, agency of the United States government, mortgage banker, any generally recognized institutional-type lender, holding a first mortgage encumbering all or any portion of the Benefitted Parcels. "Institutional First Mortgagee" shall mean and refer to a mortgagee which is the owner and holder of an Institutional First Mortgage.

[Signatures on Following Page]

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

**GRANTOR
HIGHLANDS COUNTY**

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

WITNESSES:

**GRANTEE:
A. DUDA & SONS, INC.**

Print: _____

By: _____
Name: _____
Title: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, who personally swore or affirmed that he/she is the _____ of **A. DUDA & SONS, INC.**, a Florida corporation, authorized to execute this License Agreement 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, State of Florida

EXHIBIT “A”

LICENSE AREA

EXHIBIT “B”

BENEFITTED PARCELS

1) “Smith Block”

- Tax Parcel Identification Number C-35-36-30-A00-0050-0000

The fractional East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 35, Township 36 South, Range 30 East, Highlands County, Florida. LESS road right of way.

2) “Big Farm” and “Dike”

- Tax Parcel Identification Number C-01-37-30-A00-0020-0000

- Tax Parcel Identification Number C-02-37-30-A00-0010-0000

That part of Section 1, Township 37 South, Range 30 East lying West of the main North and South canal or ditch, being approximately 25 feet in width, as it presently exists; and also the East 100 feet of Section 2, Township 37 South, Range 30 East, all lying and being in Highlands County, Florida

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Sherry G. Sutphen, Highlands County Attorney
600 S. Commerce Avenue
Sebring, Florida 33870

Property Appraisers Parcel
ID Numbers: C-35-36-30-A00-0050-0000
C-01-37-30-A00-0020-0000
C-02-37-30-A00-0010-0000

ENCROACHMENT AGREEMENT

THIS INDENTURE, made by and between **HIGHLANDS COUNTY**, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as “COUNTY” and **A. DUDA & SONS, INC.**, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as “OWNER”.

WHEREAS, OWNER is the fee simple owner of that real property located at the fractional East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 35, Township 36 South, Range 30 East, Highlands County, Florida LESS road right of way, and that part of Section 1, Township 37 South, Range 30 East lying West of the main North and South canal or ditch, being approximately 25 feet in width, as it presently exists; and also the East 100 feet of Section 2, Township 37 South, Range 30 East, all lying and being in Highlands County, Florida, identified by the Highlands County Property Appraiser through Parcel ID Numbers C-35-36-30-A00-0050-0000, C-01-37-30-A00-0020-0000, and C-02-37-30-A00-0010-0000, herein referred to as the “Property”, which is adjacent to the right of way for County Road 621 which includes a two-lane asphalt paved roadway, grass shoulder, and related improvements, hereinafter referred to as the “Right of Way”; and

WHEREAS, the successor in interest to the OWNER historically maintained a bona fide agricultural operation on the Property; and

WHEREAS, a barn structure, equipment maintenance structure, fencing, gates, driveways, pipes and culverts associated with the agricultural operations on the Property encroach into the Right of Way; however, there is not a written instrument which authorizes the encroachment; and

WHEREAS, in conjunction with its recent purchase of the Property, the OWNER requested that the COUNTY provide written authorization for the encroachment; and

WHEREAS, in order to protect the Right of Way, the COUNTY has determined that it is

in the best interest of the citizens of Highlands County and the traveling public to enter into an Encroachment Agreement with the OWNER to better define the responsibilities of the OWNER with respect to the encroachment.

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 encroachments in the Right of Way, as depicted on the survey attached hereto as **Exhibit "A"**, hereinafter referred to as the "Encroachments".

3. The Encroachments may exist in the Right of Way until such time as the same are 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 Right of Way.

5. The OWNER understands and acknowledges that it shall have the responsibility to maintain the Encroachment and the area around the Encroachment; however, it shall not under any circumstance impede the COUNTY's use and enjoyment of the Right of Way, except to the extent as authorized above.

6. In the event the COUNTY determines that it is necessary and appropriate to widen, expand or otherwise improve County Road 621, the OWNER agrees that the Encroachments in the Right of Way will be removed at the OWNER's sole cost and expense. In the event the OWNER fails to remove the Encroachments within the time period established by the COUNTY, the OWNER agrees that the COUNTY may remove the Encroachments and dispose of the same in any manner which it deems necessary and appropriate in its sole discretion.

7. OWNER shall not permit any liens to encumber Right of Way for any work done or materials furnished for the Encroachments.

8. 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.

9. The OWNER shall maintain insurance on the structures encroaching in the Right of Way which shall recognize the above required Indemnification and Highlands County for as long as the structures remain encroaching in the Right of Way or until such time as this Agreement is terminated.

10. Upon the voluntary removal of the Encroachment, the OWNER shall forever release its rights under this Encroachment Agreement and same shall terminate automatically.

11. The OWNER expressly agrees that it shall not conduct any commercial activities in the Right of Way and shall not under any circumstances expand the Encroachment.

12. If the OWNER fails to comply with any condition of this Agreement, the COUNTY may terminate this Agreement given thirty (30) days written notice to the OWNER. In such an event, if the OWNER fails to remove the Encroachments by the end of the thirty (30) day notice period, the COUNTY may remove all of the Encroachments and dispose of the materials in any manner which it deems necessary and appropriate.

13. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Highlands County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

14. This Agreement shall automatically terminate upon the OWNER's sale or transfer of the Property. This Agreement is not assignable under any circumstances.

[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

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

WITNESSES:

Print: _____

Print: _____

OWNER:

A. DUDA & SONS, INC.

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, who personally swore or affirmed that he/she is the _____ of **A. DUDA & SONS, INC.**, a Florida profit corporation, authorized to execute this License Agreement 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, State of Florida

EXHIBIT “A”
Survey

Prepared by and return to:
Sherry G. Sutphen, County Attorney
Highlands County
600 S. Commerce Avenue
Sebring, Florida 33870

LICENSE AGREEMENT

THIS LICENSE is granted by **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, whose address is 106 SW County Road 721, Okeechobee, Florida 34974, hereinafter referred to as “**GRANTOR** or **County**”, unto **A. DUDA & SONS, INC.**, a Florida corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as “**GRANTEE**”.

WITNESSETH:

WHEREAS, the GRANTOR is the fee simple owner of that certain property which is more particularly described in **Exhibit “A”**, attached hereto and made a binding part hereof by this reference (“**License Area**”); and

WHEREAS, the License Area is located in the right of way for County Road 621, which includes a two-lane asphalt paved roadway, grass shoulder and related improvements (together the “**County Road Improvements**”); and

WHEREAS, GRANTEE owns and holds fee-simple title to certain real property located in Highlands County, Florida, which is adjacent to the County Road Improvements and the License Area, as more particularly described on **Exhibit “B”**, attached hereto and made a binding part hereof by this reference (the “**Benefitted Parcels**”); and

WHEREAS, the successor in interest to the GRANTEE historically maintained a bona fide agricultural operation on the Benefitted Parcels and irrigated the same through a privately maintained system of canals, ditches, pumps, culverts, pipes, water control structures and other irrigation components which conveyed water from Lake Istokpoga to the Benefitted Parcels (hereinafter collectively referred to as the “**Irrigation System**”); and

WHEREAS, a portion of the Irrigation System is located and has been operated under the County Road Improvements; however, there is not a written instrument which authorizes the operation and connection of the Irrigation System in the License Area or which defines the permitted use of the License Area; and

WHEREAS, in conjunction with its recent purchase of the Benefitted Parcels, the GRANTEE requested that the GRANTOR provide written authorization for use of the License Area; and

WHEREAS, in order to protect the County Road Improvements, the GRANTOR has determined that it is in the best interest of citizens of Highlands County and the traveling public to enter into a License Agreement with the GRANTEE in order to better define its use of the License Area and certain surrounding areas.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 (\$10.00) and the mutual advantages inuring each party to the other, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this License Agreement.

2. **GRANT OF LICENSE.**

A. Subject to all terms and conditions of this License, GRANTOR does hereby grant, bargain, sell and convey to the GRANTEE a non-exclusive license over, across and beneath the License Area as more particularly described in **Exhibit "A"** solely for the purpose of interconnecting the existing Irrigation System, together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace improvements, accessories, equipment and related facilities, that the GRANTEE deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of the Irrigation System, and the right of ingress and egress over and across the License Area, PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the GRANTEE's equipment and/or structures in the License Area shall not unreasonably interfere with the ownership rights of GRANTOR or the rights of the traveling public in the License Area, except only as may be otherwise authorized through a validly issued County permit.

B. In addition, and subject to the rights of the GRANTOR, the rights granted by this License to the GRANTEE specifically include, the right to remove any of the County Road Improvements existing in the License Area in order to perform regular maintenance to the Irrigation System, upgrade portions of the Irrigation Systems and/or to correct any impairments, damage, defects or other impediments, whatsoever, in the License Area, so long as the GRANTEE fully and completely reconstructs and/or replaces any portion of the County Road Improvements which it has disrupted or removed (collectively "**Maintenance/Repair Work**"), and GRANTEE obtains, at its sole cost and expense, the necessary County permits to perform the Maintenance/Repair Work. The GRANTEE acknowledges that the placement or construction of any improvements in the License Area by the GRANTEE, which are inconsistent with the rights granted hereunder, are at the risk of the GRANTEE.

C. GRANTEE agrees to be fully responsible for the repair and/or reconstruction of the County Road Improvements located in the License Area and in the 25 foot area on either side of the License Area, which is necessitated by damage, destruction or deterioration of said County Road Improvements related to or stemming from GRANTEE's use of the License Area. From year to year, during the entire Term of this License, GRANTEE shall provide a contract bond, in the amount of Two Hundred Thousand Dollars (\$200,000.00) , in favor of Highlands County and in a form approved by Highlands County, which ensures the maintenance, reconstruction and/or replacement of the County Road Improvements in the License Area and/or in the 25 foot area on either side of the License Area, regardless of whether the maintenance, reconstruction and/or replacement is associated with Maintenance/Repair Work or damage, destruction or deterioration due to GRANTEE's use of the License Area.

3. **TERM AND TERMINATION.**

A. The Term of this License shall begin on the date of recording of this instrument in the public records of Highlands County, Florida and shall extend from year to year unless terminated pursuant to the conditions set forth herein.

B. In the event GRANTEE ceases to utilize the License Area to connect its Irrigation System in furtherance of providing irrigation for a bona fide agricultural use on the Benefitted Parcels for a period for six (6) consecutive months, this License shall terminate automatically without the need

to record any further instrument in the official records of Highlands County, Florida.

C. If GRANTEE fails to comply with any condition of this Agreement, at the time or in the manner provided, GRANTOR may terminate this License if such breach or default is not cured within fifteen (15) days after written notice is provided to GRANTEE to the address listed above, or if the breach or default is not susceptible to cure within a fifteen (15) day period, GRANTEE commences curative action within such fifteen (15) day period and thereafter pursues the completion of such curative action with commercially reasonable diligence and completes such cure within such established time period agreed to by the GRANTOR..

4. CONDITION OF LICENSE AREA. GRANTEE acknowledges and agrees that it accepts the License Area in its “as-is, where-is” condition, (i) with all defects, imperfections and faults, whether latent or patent in nature, (ii) without any recourse to the GRANTOR, and (iii) without representations or warranties, express or implied, by GRANTOR. GRANTOR shall not have any obligation whatsoever to improve, modify or otherwise repair the License Area in connection with GRANTEE’S access or use of the License Area.

5. EXERCISE OF RIGHTS. The rights and License granted to GRANTEE herein are subject to the following provisions:

- a. GRANTEE shall have sole responsibility for obtaining any necessary federal, state and/or county permits and/or regulatory approvals in connection with its operation of the Irrigation System and use of the License Area, including providing any and all plans and/or drawings as deemed necessary and appropriate, in the sole discretion of the regulatory agency, to ensure that the operation of the Irrigation System or any work performed in the License Area related to the Irrigation System is completed according to the entity’s standards.
- b. Any rights granted hereunder shall be exercised by GRANTEE only in accordance and compliance with any and all applicable federal, state and laws, ordinances, rules, regulations, permits and approvals.
- c. GRANTOR makes no representation that the License Area is suitable for the GRANTEE’s use.
- d. Except in accordance with a validly issued permit authorizing the completion of Maintenance/Repair Work, at no time shall GRANTEE or anyone acting by or on behalf of GRANTEE prevent or materially impede GRANTOR or the travelling public from using the License Area.
- e. At no time shall GRANTEE or anyone acting by or on behalf of GRANTEE intentionally interrupt (whether on a temporary or permanent basis) utilities or other improvements in the right of way of County Road 621, abutting the License Area or the Benefitted Parcels, whether currently existing or installed in the future.
- f. GRANTEE shall coordinate with GRANTOR, all Maintenance/Repair Work including reconstruction and replacement of County Road

Improvements within the License Area so as to minimize interference with GRANTOR's use of GRANTOR's property abutting the License Area or the Benefitted Parcels.

- g. In the event the GRANTOR determines that it is necessary and appropriate to widen, expand or otherwise improve County Road 621, the GRANTEE agrees that if portions of its Irrigation System, located in the License Area, need to be reconstructed or revised in any way, the GRANTEE, at its sole cost and expense, shall be responsible for any costs associated with design and/or reconstruction of or revisions to the Irrigation System.
- h. GRANTEE shall not permit any liens to encumber the License Area for any work done or materials furnished in connection with Maintenance/Repair Work including reconstruction and replacement of County Road Improvements undertaken by GRANTEE pursuant to this License.
- i. GRANTOR hereby reserves, the right and privilege at any time, and from time to time, to grant easements, licenses and privileges to any person, firm, corporation or other entity, over, under and upon said License Area, for any purpose or use that will not unreasonably interfere with the normal operation or maintenance of the GRANTEE's facilities.

6. INDEMNIFICATION.

GRANTEE shall indemnify, defend and hold harmless and shall contractually require and cause all contractors, sub-contractors and the like performing work for the GRANTEE within the License Area, or the 25 foot area on either side of the License Area, to indemnify, defend and hold harmless HIGHLANDS COUNTY, and its employees, officers, supervisors, and representatives (together, "COUNTY Indemnitees"), from any and all claims, liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against COUNTY Indemnitees which are in connection with or arise out of use of the License Area by GRANTEE or its contractors, sub-contractors or the like, and their successors, assigns, agents, employees, materialmen, officers, invitees, or representatives, as well as damage, destruction or deterioration of the 25 foot area on either side of the License Area in any way stemming from or related to GRANTEE's use of the License Area, all including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

7. INSURANCE.

A. The GRANTEE shall maintain the following types of insurance, with the respective limits, and shall provide proof of and keep current on file with Highlands County, in the form deemed appropriate by the County:

- 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, UMBRELLA COVERAGE: Two Million Dollars (\$2,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the GRANTEE shall provide the County with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of each insured GRANTEE,
 2. List "HIGHLANDS COUNTY" as an Additional Insurer,
 3. Recognizes the Indemnification requirements of this Agreement.
 4. The name of the insurer,
 5. The number of the policy,
 6. The effective date,
 7. The termination date,
 8. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The GRANTEE shall name "Highlands County" as an additional insured, 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 GRANTEE's obligation to fulfill the insurance requirements specified herein.
- E. The GRANTEE shall ensure that any contractors, sub-contractors or the like, hired to perform any of its responsibilities pursuant to this License Agreement, maintain the same insurance requirements set forth herein. In addition, the GRANTEE shall maintain proof of same on file and made readily available upon request by the County.

- F. The GRANTEE 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 GRANTEE 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 GRANTEE and shall deliver evidence of the same to the County upon reasonable request.
- G. All insurance carriers shall have an AM Best Rating 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.

8. PARTIES. This License is solely for the benefit of GRANTEE and GRANTOR, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this License Agreement. Nothing in this License expressed or implied is intended or shall be construed to confer upon any person or corporation other than GRANTEE and GRANTOR any right, remedy, or claim under or by reason of this License or any of the provisions or conditions of this License. The GRANTEE shall be solely responsible for enforcing its rights under this License Agreement against any interfering third party. Nothing contained in this License shall limit or impair GRANTEE's right to protect its rights from interference by a third party.

9. CONTROLLING LAW AND VENUE. This License shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Highlands County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this License.

10. BINDING EFFECT. This License and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be recorded in the official records of Highlands County, Florida.

11. FINANCING. To the extent required by the Institutional First Mortgage (as herein defined) GRANTEE is expressly authorized to assign its rights, privileges, and obligations arising out of this Agreement without the further consent of GRANTOR, for the sole purpose of obtaining financing secured by an Institutional First Mortgage and for no other. In the event of foreclosure of an Institutional First Mortgage secured by the Benefitted Parcels, the provisions of this Agreement and the License created hereby shall inure to the benefit of any Institutional First Mortgagee. For purposes of this Agreement an "Institutional First Mortgage" shall mean and refer to a mortgage wherein the mortgagee is a bank, savings and loan association, federally chartered agricultural credit association, agency of the United States government, mortgage banker, any generally recognized institutional-type lender, holding a first mortgage encumbering all or any portion of the Benefitted Parcels. "Institutional First Mortgagee" shall mean and refer to a mortgagee which is the owner and holder of an Institutional First Mortgage.

[Signatures on Following Page]

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

**GRANTOR
HIGHLANDS COUNTY**

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

WITNESSES:

**GRANTEE:
A. DUDA & SONS, INC.**

Print: _____

By: _____
Name: _____
Title: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, who personally swore or affirmed that he/she is the _____ of **A. DUDA & SONS, INC.**, a Florida corporation, authorized to execute this License Agreement 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, State of Florida

EXHIBIT “A”
LICENSE AREA

EXHIBIT “B”

BENEFITTED PARCELS

1) “Smith Block”

- Tax Parcel Identification Number C-35-36-30-A00-0050-0000

The fractional East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 35, Township 36 South, Range 30 East, Highlands County, Florida. LESS road right of way.

2) “Big Farm” and “Dike”

- Tax Parcel Identification Number C-01-37-30-A00-0020-0000

- Tax Parcel Identification Number C-02-37-30-A00-0010-0000

That part of Section 1, Township 37 South, Range 30 East lying West of the main North and South canal or ditch, being approximately 25 feet in width, as it presently exists; and also the East 100 feet of Section 2, Township 37 South, Range 30 East, all lying and being in Highlands County, Florida

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Dustin Fitch, Interim Deputy Chief

SUBJECT/TITLE: Public Hearing to consider approval of Aloha Medical Services, Inc. application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

STATEMENT OF ISSUE

Aloha Medical Services, Inc. submitted a new application of COPCN Class 1 - Non-Emergency Medical Transportation, Class 2 -Basic Life Support Ambulance and Class 3 -Advanced Life Support Ambulance application to Highlands County EMS on October 2, 2023. The application was found complete and was publicly noticed on November 11, 2023, pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida.

RECOMMENDED ACTION

Move to approve Aloha Medical Services, Inc. application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

FISCAL IMPACT

There is no fiscal impact.

Attachments: [application 10.02.23.pdf](#)
[Pub 10.11.23.pdf](#)
[COPCN - Class 1.pdf](#)
[COPCN - Class 2 & 3.pdf](#)

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Type of Application: New ☒ Renewal _____ Transport _____ NonTransport _____

Type of Service: (1) Non-emergency medical transportation ☒
(2) Basic Life Support ambulance ☒
(3) Advanced Life Support ambulance ☒
(4) Air Ambulance service _____

1. Name of Service ALOHA MEDICAL SERVICES INC
 Mailing Address PO Box 236 City Toulon
 County Stark State IL Zip Code 61483
 Business Phone Number (863) 832-7930 FAX Number (863) 448-4595
 Type of Ownership (i.e., Private, City, County, Volunteer, Etc.) PRIVATE
 Experience of Applicant 1 1/2 YEARS
2. Manager's Name JAMES ROESNER
3. Provide name(s) of Owner(s) or list all Officers, Directors and Shareholders (if a corporation).

NAME	ADDRESS	POSITION
JAMES ROESNER	402 S 6TH AVE WAUCHULA, FL 33873	CEO 100% owner
CRAIG DAW	3297 COUNTY ROAD 664 BOWLING GREEN, FL 33834	DIRECTOR OF OPERATIONS 0% owner

Brandon S Craig is the filing attorney not an officer, director, or sharholder
4. List the address and/or describe the location of your base station and all substations (attach separate sheet if needed). List hours of operation and staffing for each location.

402 S 6TH AVE WAUCHULA, FL 33873	Administration Office	Monday-Friday 7am-5pm
1115 HWY 17 WAUCHULA, FL 33873	AMBULANCE LOCATION	24/7
5. Describe the geographic area to be served by your service. Attach map showing area described, if necessary.
Highlands County, Hardee County, Desoto County, and Polk County
6. Radio Frequencies CELL PHONES

Radio Call Number(s) MEDIC 16, MEDIC 17, MEDIC 18, MEDIC 19

7. Please list all hospitals or facilities with which you have direct radio communications (attach a separate sheet if needed).

<u>FROM VEHICLE</u>	<u>FROM YOUR BASE STATION</u>
ADVENTHEALTH HEARTLAND - LAKE PLACID, SEBRING	SAME
HIGHLANDS REGIONAL MEDICAL CENTER - SEBRING	SAME

8. Does your communications system provide biotelemetry capability between your personnel and supervising physician(s)? Yes ☐ No ☒

9. Attach the following:

ATTACHMENT #1 Description of the staffing patterns to assure compliance with staffing requirements set forth in 64E, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics.

ATTACHMENT #2 Vehicle Roster

ATTACHMENT #3 Vehicle Permit Applications

ATTACHMENT #4 Insurance Verification (by copy of policy) - limits of coverage must be shown on policy. Must be current.

ATTACHMENT #5 A statement of facts showing the demand or need for the proposed service.

ATTACHMENT #6 A proposed schedule of rates, fares and charges, if any.

ATTACHMENT #7 Copies of all certificates and/or licenses held by all personnel.

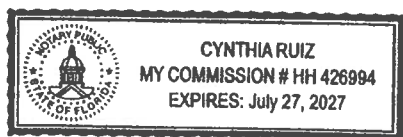
ATTACHMENT #8 Copy of contract with medical director.

ATTACHMENT #9 Agreement to comply with all state and county laws, ordinances, and regulations.

ATTACHMENT #10 Evidence that the applicant is financially able to provide the service(s) described in the application.

AIR AMBULANCE APPLICANTS MUST ALSO ATTACH THE FOLLOWING: (1) Copy of aircraft liability coverage; (2) copy of medical liability coverage for each air medical crew member; (3) copy of each pilot's commercial license and current medical certificate. IF YOU ARE NOT CURRENTLY LICENSED IN THIS STATE, A LICENSE MUST BE ISSUED BEFORE YOU MAY OPERATE IN THIS STATE.

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statutes, and 64E, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. To the best of my knowledge, all statements on this application are true and correct.



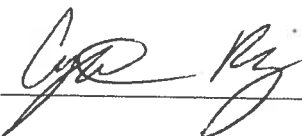

Signature

DIRECTOR OF OPERATIONS

Position

Notary Seal

Notary Signature



Date 09/25/2023



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

Business Owner Percentage

James Roesner 100%

Craig Daw 0%

X 

Craig Daw
Director of Operations

PERSONNEL ROSTER **X** **ALS** **X** **Other:** **Staffing 24/7 Coverage**

Name of Service **Aloha Medical Services, Inc**

PLEASE LIST ALL PERSONNEL, INCLUDING PART-TIME AND VOLUNTEERS

	Last Name	First & M. I.	Full Time	Certification Type	Certification No.	Expiration Date
1.	Fry	Robert K	Full Time	EMT	EMT-557902	12/01/2024
2.	Fry	Laura D	Full Time	Paramedic	PMD 540777	12/01/2024
3.	Lizotte	Matthew J	Full Time	Paramedic	PMD 537097	12/01/2024
4.	Canero	Marc A	Full Time	Paramedic	PMD 540880	12/01/2024
5.	Sinclair	Stephen	Full Time	EMT	EMT 574014	12/01/2024
6.	Duenas	Jose	Full Time	EMT	EMT 566358	12/01/2024
7.	Dowdal	Erin M	Full Time	Paramedic	PMD 540677	12/01/2024
8.	Reynoso Saucedo	Noel	Full Time	EMT	EMT 558634	12/01/2024
9.	Parker	Christopher	Full Time	EMT	EMT 551870	12/01/2024
10.	Dunn	Romeo	Full Time	EMT	EMT 553267	12/01/2024
11.	Day	Donovan	Full Time	EMT	EMT 578313	12/01/2024
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						
22.						
23.						



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

To whom it may concern,

Aloha Medical Services Inc dual registered four ambulances with the state of Florida. According to the Florida Department of Health MQA we have eight vehicles registered because each of the four is registered as BLS and ALS.

X 

Craig Daw
Director of Operations

VEHICLE/AIRCRAFT ROSTER

Name of Service Alpha Medical Services, Inc

Date 09/12/2023

List each vehicle/aircraft for which a permit is requested, and provide the following information (attach an additional page if necessary).

	Make	Model	Year	Mileage	Vehicle I.D. Number or FAA Reg/Tail Number	BLS	ALS	State Vehicle Permit #
1	FORD	E450	2012	183,207	1FDXE4FS0CDA55878	X	X	25244/7021
2	FORD	E450	2013	435,414	1FDXE4FSXDDA52679	X	X	25245/7022
3	FORD	E450	2016	142,904	1FDWE3FS9GDC37929	X	X	25246/7023
4	FORD	TRANSIT	2016	75,450	1FDYR2CM7GKA62377	X	X	25247/7024
5								
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HIGHLANDS COUNTY, FLORIDA
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION FOR VEHICLE OR AIRCRAFT PERMIT

Name of Service Aloha Medical Services, INC Date 09/25/2023
Address 402 South 6th Ave City Wauchula
State Florida Zip Code 33873

1. TYPE OF APPLICATION: (Check all that apply)
- | | | | |
|-------------------------------------|---------------------------------|--------------------------|---------------|
| ☒ | New Application | ☐ | Renewal |
| ☒ | Transport | ☐ | Non-Transport |
| ☐ | Non-Emergency Medical Transport | | |
| ☐ | Basic Life Support ambulance | | |
| ☐ | Advanced Life Support ambulance | | |
| ☐ | Air Ambulance Service | | |

2. VEHICLE DATA:

Make Ford Model E450 Year 2012
Mileage 183,207 V.I.N. 1FDXE4FS0CDA55878
Florida Tag Number AMS03

3. AIRCRAFT DATA:

Make _____ Model _____ Year _____
FAA Registration/Tail Number _____

4. Enclose permit fee if applicable.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.



Signature

Director of Operations

Position

09/25/2023

Date

HIGHLANDS COUNTY, FLORIDA
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION FOR VEHICLE OR AIRCRAFT PERMIT

Name of Service Aloha Medical Services, INC Date 09/25/2023
Address 402 South 6th Ave City Wauchula
State Florida Zip Code 33873

1. TYPE OF APPLICATION: (Check all that apply)
- | | | | |
|-------------------------------------|---------------------------------|--------------------------|---------------|
| ☒ | New Application | ☐ | Renewal |
| ☒ | Transport | ☐ | Non-Transport |
| ☐ | Non-Emergency Medical Transport | | |
| ☐ | Basic Life Support ambulance | | |
| ☐ | Advanced Life Support ambulance | | |
| ☐ | Air Ambulance Service | | |

2. VEHICLE DATA:

Make Ford Model E450 Year 2013
Mileage 435,414 V.I.N. 1FDXE4FSXDDA52679
Florida Tag Number AMS14

3. AIRCRAFT DATA:

Make _____ Model _____ Year _____
FAA Registration/Tail Number _____

4. Enclose permit fee if applicable.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.



Signature

Director of Operations

Position

09/25/2023

Date

HIGHLANDS COUNTY, FLORIDA
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION FOR VEHICLE OR AIRCRAFT PERMIT

Name of Service Aloha Medical Services, INC Date 09/25/2023
Address 402 South 6th Ave City Wauchula
State Florida Zip Code 33873

1. TYPE OF APPLICATION: (Check all that apply)
- | | | | |
|-------------------------------------|---------------------------------|--------------------------|---------------|
| ☒ | New Application | ☐ | Renewal |
| ☒ | Transport | ☐ | Non-Transport |
| ☐ | Non-Emergency Medical Transport | | |
| ☐ | Basic Life Support ambulance | | |
| ☐ | Advanced Life Support ambulance | | |
| ☐ | Air Ambulance Service | | |

2. VEHICLE DATA:

Make Ford Model E450 Year 2016
Mileage 142,904 V.I.N. 1FDWE3FS9GDC37929
Florida Tag Number AMS10

3. AIRCRAFT DATA:

Make _____ Model _____ Year _____
FAA Registration/Tail Number _____

4. Enclose permit fee if applicable.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.


Signature

Director of Operations

Position

09/25/2023

Date

HIGHLANDS COUNTY, FLORIDA
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION FOR VEHICLE OR AIRCRAFT PERMIT

Name of Service Aloha Medical Services, INC Date 09/25/2023
Address 402 South 6th Ave City Wauchula
State Florida Zip Code 33873

1. TYPE OF APPLICATION: (Check all that apply)
- | | | | |
|-------------------------------------|---------------------------------|--------------------------|---------------|
| ☒ | New Application | ☐ | Renewal |
| ☒ | Transport | ☐ | Non-Transport |
| ☐ | Non-Emergency Medical Transport | | |
| ☐ | Basic Life Support ambulance | | |
| ☐ | Advanced Life Support ambulance | | |
| ☐ | Air Ambulance Service | | |

2. VEHICLE DATA:

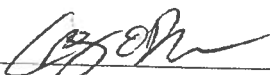
Make Ford Model Transit Year 2016
Mileage 75,450 V.I.N. 1FDYR2CM7GKA62377
Florida Tag Number MEM38

3. AIRCRAFT DATA:

Make _____ Model _____ Year _____
FAA Registration/Tail Number _____

4. Enclose permit fee if applicable.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.



Signature

Director of Operations

Position

09/25/2023

Date

DocuSign Envelope ID: 5DC53D86-BB70-4219-8AEA-2F8DB9C7F693



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/23/2023

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 Excel Risk Services 8066 Highway 41 A Clarksville TN 37032	CONTACT NAME: PHONE (A/C No. Ext): 931-272-6224 E-MAIL ADDRESS: BWahl-WIS@outlook.com FAX (A/C No.):
INSURED Aloha Medical Services, Inc PO Box 2207 Wauchula FL 33873	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INRD / WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOG OTHER:	☒	MTK80001082-01	06/24/2023	06/24/2024	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMPOP AGG \$2000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	☒	MTA80001082-01	06/24/2023	06/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Insured motorist - symbol 7		MTA80001082-01	06/24/2023	06/24/2024	1000000
A	comp / collision - symbol 7		MTA80001082-01	06/24/2023	06/24/2024	1000 deductible
A	Professional Liability		MTK80001082-01	06/24/2023	06/24/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional liability-1000000 each medical incident; 2000000 aggregate;
 Abuse / Molestation- 300000 per person per occurrence; 300000 aggregate per policy period

"Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

CERTIFICATE HOLDER

CANCELLATION

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

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

DocuSigned by:

William Wahl

ACORD 25 (2016/03)

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FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE 06/24/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY ☒ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc

YEAR: 2012 MAKE: Ford

VIN #: 1FDXE4FS0CDA55878

FLEET COVERAGE: ☐

(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE 06/24/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY ☒ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc

YEAR: 2016 MAKE: Ford

VIN #: 1FDWE3ES9GDC37929

FLEET COVERAGE: ☐

(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE 06/24/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY ☒ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc

YEAR: 2016 MAKE: Ford

VIN #: 1FDYR2CM7GKA62377

FLEET COVERAGE: ☐

(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE

FLORIDA AUTOMOBILE INSURANCE IDENTIFICATION CARD

COMPANY: Markel Insurance Company
POLICY #: MTA80001082-01 EFFECTIVE DATE 06/24/2023

☒ PERSONAL INJURY PROTECTION
BENEFITS / PROPERTY DAMAGE LIABILITY ☒ BODILY INJURY LIABILITY

NAMED INSURED: Aloha Medical Services, Inc

YEAR: 2013 MAKE: Ford

VIN #: 1FDXE4ESXDDA52679

FLEET COVERAGE: ☐

(If more than 25 vehicles insured)

NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2023

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 **Excel Risk Services**
8085 Highway 41 A
Clarksville TN 37032

CONTACT NAME:

PHONE (A/C No. Ext): **931-272-5224**

FAX (A/C No.):

E-MAIL ADDRESS: **BWahl-WIS@outlook.com**INSURER(S) AFFORDING COVERAGE
INSURER A: **Benchmark Insurance Company**

NAIC #

INSURED **Stark County Ambulance**
PO Box 238
Toulon IL 61483

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	☐ ☐				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☐ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	☐ ☐				EACH OCCURRENCE AGGREGATE
2	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	FPD231908-03	08/30/2023	08/30/2024	☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		☐ ☐ ☐ ☐				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional named insured: Aloha Medical Services, Inc.

CERTIFICATE HOLDER

For information purposes only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

Craig Daw
Director of Operations
Aloha Medical Services Inc
402 South 6th Ave
Wauchula, FL 33873
Craig.Daw@AlohaMedicalServices.com
863-832-7930
09/25/2023

Dear Chief Fitch and Highlands BOCC,

Statement of Needs for Ambulance Transportation Services in Highlands County, Florida

I am writing to provide a statement of needs regarding the establishment of ambulance transportation services in Highlands County. As an ambulance service provider, it is our sincere intention to address the healthcare needs of the residents in this rural area and ensure prompt and efficient medical transportation.

Background Information:

Highlands County is characterized by its expansive geographical area and scattered population, making access to timely and reliable healthcare services a significant challenge. The limited availability of ambulance transportation options in the region has led to prolonged response times and increased risks to the health and well-being of its residents.

Needs and Requirements:

Non-Emergency Medical Transportation: We aim to offer reliable non-emergency medical transportation for hospital discharges, and transfers between healthcare facilities. This service will help address the transportation challenges faced by facilities who are facing extended delays in transportation and patient care.

Specialized Equipment and Training: To cater to the unique needs of the rural population, we have acquired specialized medical equipment and training for our personnel. This includes advanced life support equipment, such as defibrillators and cardiac monitors, as well as training in handling medical emergencies that may arise in transport.



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

Justification:

By fulfilling these needs, we can significantly improve the health outcomes and well-being of the residents in Highlands County. Establishing a reliable and efficient ambulance service will help reduce response times and mitigate risks. Moreover, accessible non-emergency medical transportation will ensure that individuals have equitable access to healthcare services, ultimately reducing health disparities in the region.

Thank you for considering our statement of needs. Should you require any additional information or wish to arrange a meeting, please do not hesitate to contact me at your convenience.

Sincerely,

Craig Daw

Director of Operations

Aloha Medical Services Inc



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

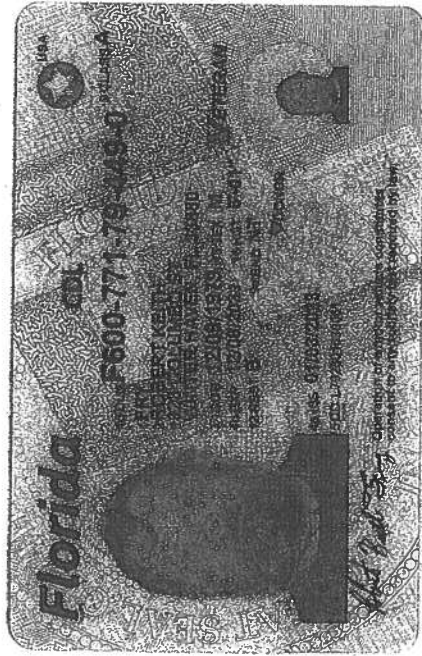
Schedule of fees

BLS \$796.32 ALS 1 \$935.63 ALS 2 \$1892.16 SCT \$4159.80

Oxygen \$112.00 Mileage \$30.00

X

Craig Daw
Director of Operations



AC# 11338062

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
12/01/2022	EMT-557902	402860

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

ROBERT K. FRY
Expiration Date : DECEMBER 1, 2024

c#11322212

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
11/23/2022	PMD 537097	286148

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: DECEMBER 1, 2024

MATTHEW JAMES LIZOTTE
125 SWALLOW AVE
SEBRING, 33870



Ron DeSantis
GOVERNOR



Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

11322212

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
11/23/2022	PMD 537097	286148

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: DECEMBER 1, 2024
MATTHEW JAMES LIZOTTE

CERTIFICATE HAS BEEN EXPIRED



Florida DRIVER LICENSE

1 CANERO
2 MARC ANTHONY
3 14386 SW 78TH AVE
4 PALMETTO BAY, FL 33158-1506

5 DOB 08/26/1999 6 SEX M
7 EXP 08/26/2023 8 HGT 5'-11"
9 REST NONE 10 END NONE

11 **SAFE DRIVER**
12 ISS 05/16/2023
13 SDD X652305150150

14 **SPONOR**

15 

16 

17 

18 **CLASS E**

19 **SEAL OF THE STATE OF FLORIDA**

20 **Operation of a motor vehicle constitutes consent to any sobriety test required by law.**

AC# 11263865

STATE OF FLORIDA
DEPARTMENT OF HEALTH

DIVISION OF MEDICAL QUALITY ASSURANCE

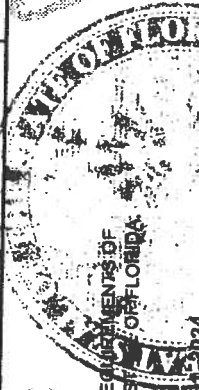
DATE	CERTIFICATE NO.	CONTROL NO.
10/21/2022	PMD 540880	273223

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: DECEMBER 1, 2024

MARC ANTHONY CANERO
14365 SW 78TH AVE
MIAMI, FL - 33158



R. DeSantis

Ron DeSantis
GOVERNOR

J. A. Ladapo

Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

11263865

DATE	CERTIFICATE NO.	CONTROL NO.
10/21/2022	PMD 540880	273223

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC#

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: DECEMBER 1, 2024
MARC ANTHONY CANERO

CERTIFICATE HOLDER SIGNATURE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC#

11351995

DATE	CERTIFICATE NO.	CONTROL NO.
12/07/2022	EMT 574014	406436

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : DECEMBER 1, 2024

STEPHEN SINCLAIR

CERTIFICATE HOLDER SIGNATURE

Florida DRIVER LICENSE

Id CLW **S524-788-94-265-0** CLASS E

SINCLAIR
STEPHEN HAYES
1443 MATLO AVE
GERRING FL 33570

DOB 07/26/1984 SEX M
AN EXP 07/26/2026 HGT 5-11
12 REST NONE No END A

DOB 07/12/2016
500 M03180713003E

SAFE DRIVER

Operation of a motor vehicle constitutes
consent to any electronic monitoring.

Florida DRIVER LICENSE

USA

IDENTIFICATION NUMBER: **D520-427-98-063-0** CLASS: **E**

DUENAS
JOSE GILBERTO
16622 SHELTON ST
SEBRING, FL 33878-4904

1 DOB: **02/23/1988** SEX: **M**
 4a EXP: **02/23/2023** HEIGHT: **5' 09"**
 12a EYES: **NGNE** 12b HAIR: **NGNE**

SAFE DRIVER
 4a RES: **02/10/2023**
 5DD: **M812202183601**

Operation of a motor vehicle constitutes consent to any security check required by law.

STATE OF FLORIDA
 DEPARTMENT OF HEALTH
 DIVISION OF MEDICAL QUALITY ASSURANCE

AC# **11321757**

DATE	CERTIFICATE NO.	CONTROL NO.
11/23/2022	EMT 560388	399853

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: **DECEMBER 1, 2024**

JOSE DUENAS

[Signature]

CERTIFICATE HOLDER SIGNATURE

Florida DRIVER LICENSE

40 DL# **D340-213-92-949-0** #CLASS **E**

1 DOB# **12/09/1992** SEX **F**

2 EXPIR **12/09/2021** EXPIRY **5-02**

12 REST **NONE** OR END **NONE**

SAFE DRIVER

4a RES **01/10/2023**

10P **M03201100070**

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



AC# 11311498

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE**

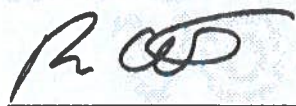
DATE	CERTIFICATE NO.	CONTROL NO.
11/17/2022	PMD 540677	284372

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: **DECEMBER 1, 2024**

ERIN MIRANDA DOWDAL
2013 THEADORE STREET
SEBRING
SEBRING, 33872



Ron DeSantis
GOVERNOR



Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

EXPIRATION DATE: DECEMBER 1, 2024

Your license number is PMD 540677. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name change request duplicate licenses and much more.

It's simple. Log onto your MQA Online Services account today at <http://flhealthsource.gov/>. Select the "Account Login" button to access your account. For changes to your name, address or to request duplicate licenses, choose your selection from the dropdown list under "Manage My License". Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the "Renew My License" header will automatically display on your license Dashboard.

IMPORTANT ANNOUNCEMENTS**ARE YOU RENEWAL READY?**

The Department of Health will now review
your continuing education records at the
time of license renewal.

To learn more, please visit
www.FLHealthSource.gov/AYRR

GROUND FOR DISCIPLINE

You should be familiar with the Grounds for
Discipline found in Section 456.072(1),
Florida Statutes, and in the practice act for
the profession in which you are licensed.
Florida Statutes can be accessed at
www.leg.state.fl.us/Statutes

11311498

AC#

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
11/17/2022	PMD 540677	284372

THE PARAMEDIC

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: **DECEMBER 1, 2024**

ERIN MIRANDA DOWDAL

AC# 11311499

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

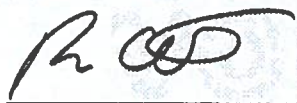
DATE	CERTIFICATE NO.	CONTROL NO.
11/17/2022	EMT 569513	397811

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: DECEMBER 1, 2024

ERIN MIRANDA DOWDAL
3901 MENDOZA AVE
SEBRING, 33872



Ron DeSantis
GOVERNOR



Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

EXPIRATION DATE: DECEMBER 1, 2024

Your license number is EMT 569513. Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renew notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name change, request duplicate licenses and much more.

It's simple. Log onto your MQA Online Services account today at <http://flhealthsource.gov/>. Select the "Account Login" button to access your account. For changes to your name, address or to request duplicate licenses, choose your selection from the dropdown list under "Manage My License". Your profession will open for renewal 90 days prior to your expiration date. When the renewal cycle opens for your profession, the "Renew My License" header will automatically display on your license Dashboard.

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Florida Statutes, and in the practice act for
the profession in which you are licensed.
Florida Statutes can be accessed at
www.leg.state.fl.us/Statutes

11311499

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
11/17/2022	EMT 569513	397811

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : DECEMBER 1, 2024
ERIN MIRANDA DOWDAL

Florida **TEMPORARY DRIVER LICENSE** **USA**

R622-620-90-060-0 **CLASS E**

REYNOSO SAUCEDO
1235 MOON GLOW AVE
LAKE PLACID, FL 33852-8937

DOB: 02/20/1990 **SEX: M**
EXP: 09/20/2024 **HEIGHT: 6'-00"**
12 REG: NONE **12 END: NONE**

ISS: 12/02/2022
EXP: 09/20/2024

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC#

11322208

DATE	CERTIFICATE NO.	CONTROL NO.
11/23/2022	EMT 558634	399848

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : **DECEMBER 1, 2024**

NOEL REYNOSO SAUCEDO

CERTIFICATE HOLDER SIGNATURE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 11211002

DATE	CERTIFICATE NO.	CONTROL NO.
09/03/2022	EMT 551870	377144

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : **DECEMBER 1, 2024**

CHRISTOPHER GEORGE PARKER

Christopher G Parker

CERTIFICATE HOLDER SIGNATURE

Florida DRIVER LICENSE

USA

HOLD# **P626-107-72-104-0** CLASS **E**

PARKER
CHRISTOPHER GEORGE
17065 LAKE BESS RD
WINTER HAVEN, FL 33884-3201

X DOB **03/24/1972** SEX **M**
EXP **03/24/2022** HEIGHT **5-09"**
12 REST **NONE** 04 RING **NONE**

SAFE DRIVER
No ID# **11/03/2022**
SDD **L772211030022**

Operation of a motor vehicle constitutes
consent to any screening test required by law.

Florida DRIVER LICENSE

D500-732-96-047-0 CLASS E

DUNN
ROMEO WANYA LEOVARDIS
 18 E ADAMS ST APT 19A
 AVON PARK, FL 33826-2235

DOB: 02/07/1998 SEX: M
 EXP: 02/07/2030 HGT: 5-10"
 12 REST: NONE 25 END: NONE

4a ISS: 01/28/2022
 500 MB12201200041

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

STATE OF FLORIDA AC# 11218466
 DEPARTMENT OF HEALTH
 DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
09/09/2022	EMT 553467	378956

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : **DECEMBER 1, 2024**

ROMEO LEOVARDIS DUNN, SR


 CERTIFICATE HOLDER SIGNATURE

Florida DRIVER LICENSE

USA

0000-176-95-090-0 CLASS E

DAY
DONOVAN RYAN
4300 SPRING LAKE BLVD
SEBRING, FL 33876

DOB 03/10/1985 SEX M
EXP 03/10/2027 HGT 5-08"
EYES B HAIR B SKN B

12 REG B 00 END NONE

ISS 03/12/2019
EXP 03/12/2027
REPLACED 01/10/2022

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 10938418

DATE	CERTIFICATE NO.	CONTROL NO.
04/27/2022	EMT 578313	370959

THE EMERGENCY MEDICAL TECHNICIAN

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : DECEMBER 1, 2024

DONOVAN RYAN DAY

CERTIFICATE HOLDER SIGNATURE



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

CONTRACT FOR MEDICAL DIRECTOR

This Medical Director Contract (the "Agreement") is made and entered into on 30 May 2023 (the "Effective Date"), by and between Aloha Medical Services, having its principal place of business at 402 South 6th Ave Wauchula, FL 33873 (the "The Company"), and Dr. Cary Pigman, having his/her principal place of business at 4200 Sun N Lake BLVD Sebring, FL 33871, (the "Medical Director").

1. Scope of Services The Medical Director shall perform the following services for the Company:

- 1.1. Provide medical consultation and advice to the Company's staff, including but not limited to the interpretation of medical records, diagnosis and treatment recommendations, and other medical-related services as may be requested by the Company from time to time;
- 1.2. Develop and oversee medical policies and procedures, including but not limited to the Company's infection control program, emergency medical protocols, and medication management program;
- 1.3. Participate in quality improvement and patient safety initiatives, including but not limited to the development of performance improvement plans, patient satisfaction surveys, and incident reporting and investigation procedures;
- 1.4. Provide medical oversight and guidance for the Company's transportation services, including but not limited to the review of patient charts and medical records, the development of medical protocols for patient transport, and the supervision of medical staff as necessary.

2. Compensation - The Company shall compensate the Medical Director for his/her services in accordance with the fee schedule attached hereto as Exhibit A.
3. Term - This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice.
4. Termination - Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. In the event of termination, the Medical Director shall be entitled to compensation for services performed prior to the effective date of termination.
5. Confidentiality and Non-Disclosure - The Medical Director agrees to maintain the confidentiality of all patient and Company information obtained in connection with the performance of services under this Agreement, and to use such information solely for the purposes of performing services under this Agreement. The Medical Director further agrees not to disclose any such information to any third party without the prior written consent of the Company.
6. Indemnification - The Medical Director agrees to indemnify and hold harmless the Company, its directors, officers, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any negligent act or omission or willful misconduct by the Medical Director in the performance of services under this Agreement.



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

7. Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Any legal action arising out of or in connection with this Agreement shall be brought exclusively in the state or federal courts located in Hardee County, Florida.
8. Entire Agreement - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between the parties, whether written or oral.
9. Amendment - This Agreement may be amended or modified only by a written instrument executed by both parties.
10. Counterparts - This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

X

Dr. Cary Pigman
Medical Director

Date 30 May 2023

X

James Roesner
Aloha Medical Services, CEO

Date

30-May-23

DE 2



Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

Aloha Medical Services Inc agrees to comply with all state and county laws, ordinances, and regulations.
Including emergency services during a disaster situation.

X 

Craig Daw
Director of Operations



June 12, 2023

Highlands County Florida
430 S. Commerce Ave
Sebring, FL 33870

Re: Reference Letter

To Whom It May Concern:

This letter is to confirm that Aloha Medical Services, Inc. of 402 S 6th Ave, Wauchula, FL 33873 is a client in good standing of First National Bank of Wauchula.

Aloha Medical Services, Inc. has been client since February 10, 2023 and has operated their account satisfactorily.

Should you require an additional information please have Aloha Medical Services, Inc. contact me and approve my further communications with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Lee Mikell", written over a light blue circular stamp.

W. Lee Mikell, CISM
SVP & COO

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Application Class 1,2,3 COPCN

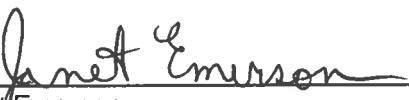
STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

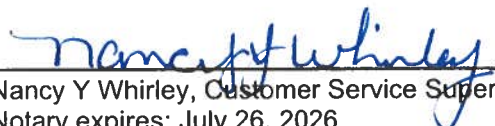
October 11, 2023

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:


 Janet Emerson

Sworn to and subscribed before me this 11th day of October 2023 by Janet Emerson, who is personally known to me.


 Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
 Notary expires: July 26, 2026

00035703 00138303

HIGHLANDS COUNTY FIRE RESCUE
4506 KENILWORTH BLVD
SEBRING, FL 33870



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

**NOTICE OF APPLICATION FOR
CLASS 1, CLASS 2 AND CLASS 3
CERTIFICATE OF
PUBLIC CONVENIENCE
AND NECESSITY (COPCN)**

Highlands County Emergency Medical Service has received from ALOHA MEDICAL SERVICES, INC., a private for profit registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health, an application for renewal of their Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 1-Nonemergency medical transport, Class 2 Basic Life Support ambulance and Class 3 Advanced Life Support ambulance pursuant to Section 5-55 of the Code of Ordinances, Highlands County Florida. The Class 1 nonemergency medical transport encompasses providing nonemergency transport services to persons who are confined to stretcher and/or wheelchair and whose condition is such that these persons do not need and are not likely to need basic life support or advanced life support during transport. The Class 2-Basic Life Support Ambulance class of service encompasses providing basic life support services on inter-facility transports. The Class 3-Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transports. Both classes 2 and 3 of service may at the county's request transport patients to a medical facility and may render on scene assistance to victims prior to transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Emergency Medical Service Administrative Office, 4506 Kenilworth Boulevard, Sebring, Florida 33870 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Interim Deputy Chief, at that address or by phone at 863-402-7600. Photocopies may be obtained at that location for fifteen cents (\$0.15) per single sided page or twenty cents (\$0.20) for double sided copies.

Any interested person who may be substantially affected by the applicant's proposed operation may, within 30 days after the date of this notice, file a written objection to the application, specifying the reason therefor with Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870.

HIGHLANDS COUNTY FIRE RESCUE

Dustin Fitch,
Interim Deputy Chief

Oct. 11, 2023

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS Aloha Medical Services, Inc. applied for a Class 1 Nonemergency Medical Transportation licensure I Highlands County to provide nonemergency medical transport to the citizens of the county who are confined to stretchers and wheelchairs and whose condition is such that these persons do not need nor are likely to need, immediate medical attention during transport: and

WHEREAS Aloha Medical Services, Inc., has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS Aloha Medical Services, Inc., has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to Aloha Medical Services, Inc., for Class 1 Nonemergency Medical Transport for a period of two years.

This license is effective December 5, 2023, and will expire December 5, 2025, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

Chairman, Board of County Commissioners

Date: December 5, 2023

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

WHEREAS Aloha Medical Services, Inc. applied for a Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance certificate of public convenience and necessity to provide Advanced Life Support interfacility transfers and, at the County's request, transport patients to a medical facility; and

WHEREAS Aloha Medical Services, Inc. applied, has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

Aloha Medical Services, Inc. applied, has stated that it will provide twenty-four hour service to all of the geographic areas of Highlands County, will continue to comply with all the requirements of Florida law, Part III of Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state and federal agencies regulating emergency medical transportation services.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue this Certificate of Public Convenience and Necessity to Aloha Medical Services, Inc. applied for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance pursuant to the terms, conditions, and limitations of Chapter 5 of the Code of Ordinances, Highlands County, Florida, for the remaining period of that Certificate of Public Convenience and Necessity as set forth herein, subject to and conditioned upon the following requirements:

(1) Aloha Medical Services, Inc. applied complies with all requirements of Florida law, Part III of Ch. 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state or federal agencies regulating emergency medical transportation services.

(2) By acceptance of this certificate, Aloha Medical Services, Inc. applied, agrees to indemnify the County and its elected officials, officers, employees, agents, and insurers, for all claims and losses arising out of the operations of Aloha Medical Services, Inc. applied specifically including, but not limited to, all claims and losses arising out of, resulting from or related to employment, by Aloha Medical Services, Inc. applied, of off-duty full-time or part-time employees of the County.

(3) Aloha Medical Services, Inc. applied, satisfies its obligations stated in Section 5-58(c) of the Code of Ordinances, Highlands County, Florida, which are included herein by this reference.

(4) Aloha Medical Services, Inc. applied is authorized to provide only Basic and Advanced Life Support interfacility transfers between facilities described in Section 5-51 of the Code of Ordinances, Highlands County, Florida, and, at the County's request, transport patients to a medical facility subject to the terms, conditions, and limitations of Licensure by the State of Florida, and Divisions 1 and 2 of Article IV of Chapter 5 of the Code of Ordinances, Highlands County, Florida.

(5) Aloha Medical Services, Inc. applied, shall provide the services herein authorized twenty-four hours each day to all geographic areas of Highlands County.

(6) This Certificate of Public Convenience and Necessity is effective December 5, 2023, and will expire December 5, 2025, unless earlier revoked by the Board of County Commissioners.

Attest:

Jerome Kaszubowski, Clerk of Courts, Highlands County Florida

Chairman, Board of County Commissioners

Date: December 5, 2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 2023

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of budget amendment 23-24-020 to add additional roads to the current FY 23/24 CFS Allocation, Road Reconstruction.

STATEMENT OF ISSUE

15 additional roadways totaling 2.8 miles are requested for construction in the amount of \$997,000.00 from the budgeted Capitol Infrastructure funding. These roadways will be completed, along with another 3.42 miles already active. The roadways identified are: #23027 Agar Rd, #23028 Anna Ave, #23029 Arbuckle Branch, #23030 E Maxanna Ave, #23031 Howell Ct, #23032 Lake August Dr, #23033 Max Ave, #23034 N Homeric Rd, #23035 N Jamaica Rd, #23036 N Sapphire Rd, #23037 N Shamrock Rd, #23038 Orange Rd, #23039 Serenade Ter, #23040 W Bard Rd, and #23041 W Maxanna Ave.

RECOMMENDED ACTION

Move to approve budget amendment 23-24-020 to add additional roads to the current FY 23/24 CFS Allocation, Road Reconstruction.

FISCAL IMPACT

The fiscal impact is \$997,000.00. These funds have been approved through the current CFS Allocation FY 23/24 for Road Reconstruction. Fund 151 Project Capitol Infrastructure, Road Reconstruction.

Attachments: [23-24-020 Road Reconstruct Projects II \(BA\).pdf](#)

PAGE 1 of 3

SUBMITTED BY: Road and Bridge

*list additional cost centers on reverse side of form

BOARD OF COUNTY COMMISSIONERS

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BUDGET AMENDMENTS

REQUEST NUMBER 23-24-020

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	23033	0.00	55,000.00		55,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23034	0.00	85,000.00		85,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23035	0.00	18,000.00		18,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23036	0.00	92,000.00		92,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23037	0.00	45,000.00		45,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23038	0.00	20,000.00		20,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23039	0.00	30,000.00		30,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23040	0.00	20,000.00		20,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	23041	0.00	85,000.00		85,000.00
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Form Revised 08/05/2020

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REQUEST NUMBER 23-24-XXX

[illegible]

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 05, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Consideration of Statement of Legislative Intent to repeal Chapter 11.5 Utilities from Code of Ordinance

STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

During the March 20, 2012, Board meeting, an interlocal agreement between the Town of Lake Placid (“Town”) and Highlands County was approved to transfer the Placid Utilities and Highway Park Utilities to the Town. At the time of approval of that interlocal agreement, an ordinance should have been simultaneously repealed Chapter 11.5, Utilities, of the Highlands County Code of Ordinances, which is the portion of the County’s Code that details the procedures for the County to run the operation of the Placid Utilities and Highway Park Utilities.

Since the County no longer owns any utility facilities and does not provide utility services, there is no longer the need for Chapter 11.5, Utilities, to be part of the Highlands County Code of Ordinances.

The purpose of this Statement of Legislative Intent is to recommend the Board to adopt an ordinance repealing Chapter 11.5 – Utilities.

RECOMMENDED ACTION

Motion to instruct staff to draft an ordinance repealing Chapter 11.5 Utilities of the Highlands County Code of Ordinances.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 5, 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 29, 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.	
N/A	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: December 5, 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: December 5, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to November 28, 2023, to December 4, 2023

Attachments: