

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, December 07, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands County Construction Licensing, Enforcement and Appeals Board will hold regular meeting on Tuesday, December 7, 2021 at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission will meet on Wednesday, December 8, 2021 at Nucor Steel Florida, 22 Nucor Drive, Frostproof, FL 33843

The Highlands County Housing Authority will hold its quarterly Board meeting on Tuesday, December 14, 2021 at 10:30 a.m., at 2300 Hope Circle, Sebring, FL 33870

Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, December 14, 2021 at 3:00 p.m., in the Commissioners Board Room, 600 S. Commerce Ave.

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

Proclamation Honoring Veteran William England on His 100th Birthday.
Denise Williams, Highland County Veteran Services Officer
[100th BD Veteran Proclamation.SGS - England W.pdf](#)

Proclamation of WWII Pearl Harbor to Survivor Jack Moore.
Denise Williams, Highlands County Veteran Services Officer
[Pearl Harbor Proclamation.DR_2021.pdf](#)

6 PUBLIC COMMENT

7 CONSENT AGENDA

- 7.A *Request approval of the minutes from the October 19, 2021 and November 2, 2021 regular meetings of the Board.*
[101921REG.pdf](#)
[110221REG.pdf](#)
- 7.B *Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2020-2021.*
Randy Vosburg, County Administrator
No fiscal impact
[AnnualReport2020-2021_finalADA.pdf](#)
- 7.C *Request approval of the Peace River Center for Personal Development, Inc., a Florida Non-Profit Corporation Grant Agreement as approved in the FY 21/22 Adopted Budget*
Tanya Cannady, Business Services Director
There is no fiscal impact as this grant award of \$30,000 was approved in the Adopted Budget for FY 21/22 on September 21, 2021.
[Peace River 120721000.pdf](#)
- 7.D *Request approval of letters of support from both the Highlands County Board of County Commissioners and Highlands County Economic Development for the Sebring Regional Airport Authority as they apply for a federal grant application with the Economic Development Administration (EDA).*
Liz Barber, Legislative Affairs & Grants Coordinator
Meghan DiGiacomo, Executive Manager of Business & Economic Development
No fiscal impact to the County, as the Airport is fiscally responsible for any grant matches that are required.
[EDA Letter of Support_Highlands County Board of County Commissioners.SGS.pdf](#)
[EDA Letter of Support_Highlands County Economic Development.SGS.pdf](#)
- 7.E *Request approval of the Resolution for a federal grant application with the Economic Development Administration (EDA) to support the Tourist Development Council's goals for 1) a county-wide recreation outdoor facility and recreation plan and 2) a post-COVID strategic plan for tourism development in the combined amount of \$100,000.*
Liz Barber, Legislative Affairs & Grants Coordinator
Leah Sauls, Development Services
No fiscal impact at this time.
[RESOLUTION EDA TDC GRANT.11.30.21.SGSclean.pdf](#)
- 7.F *Request approval of the contract between Highlands County and Maris, West and Baker, Inc. for marketing services.*
Meghan DiGiacomo, Executive Manager of Business and Economic Development
Jeff King, Economic Development Manager
No Fiscal Impact. The \$50,000 for the agreement is included Economic Development's approved budget for 2021/2022 fiscal year. Cost Center 2810.
[Economic Dev attachmentsooo.pdf](#)
- 7.G *Request approval of a NewEvent Tourist Development Tax Grant in the amount of \$7,500.00 for 2022 for the Citrus Golf Trail Open Women's Invitational*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

This approval will allocate up to \$7,500.00 total in fiscal year 2021-2022 from Fund 152 (Tourist Development Trust). This Agreement will be adopted in the Fiscal Year 21/22 Adopted budget in cost center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services).

[20211104103615841.pdf](#)

[10.28.2021 Draft TDC Minutes.docx](#)

[CGT Womens appl.pdf](#)

- 7.H *Request the appointment of one elected official from City of Avon Park, Councilwoman Brittany McGuire, to the Tourism Development Council with a term beginning December 7, 2021 and expiring May 2, 2022.*

Leah Sauls, Development Services Director

There is no fiscal impact.

[Letter TDC - McGuire.pdf](#)

- 7.I *Request approval of the proposed Change Order for the Sebring Multisport Festival Grant Application, amending the date of the event to October 2, 2022.*

Leah Sauls, Development Services Director

No fiscal impact.

[Integrity Multisport.Change Order1.CB.pdf](#)

[Highlands Change Order Notorized.jpg](#)

[10.28.2021 Draft TDC Minutes.docx](#)

- 7.J *Request approval to expend funds from the Special Law Enforcement Trust Fund*

Paul Blackman, Sheriff

This contribution will be funded through the Special Law Enforcement Trust fund, therefore, no fiscal impact to any government agency.

[MADD Contribution.pdf](#)

- 7.K *Request consideration of Professional Services Agreement between Highlands County and Wharton-Smith, Inc. Construction Group to perform construction management at risk services for the new Lake Placid Fire/EMS Station 36; Project No. 18051.*

Sarah Albritton, Capital Project Manager

Tanya Cannady, Business Services Director

The fiscal impact will be \$6,000.00 to Project 18051, however, the funding for this project has already been approved and budgeted.

[Wharton Smith.pdf](#)

- 7.L *Request approval of Budget Amendment 21-22-014 and Resolution to reallocate Florida Department of Transportation (FDOT) revenue to Project 21009 – Highway Lighting.*

Clinton Howerton, Jr., P.E., County Engineer

There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget.

[21-22-014 Proj 21009 Highway Lighting \(BA\).pdf](#)

[21-22-014R Project 21009 Highway Lighting \(Resolution\).pdf](#)

- 7.M *Request approval of budget amendment 21-22-016 and Resolution to roll forward and setup funding within the Special Law Enforcement Trust Fund.*

Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 170 (Special Law Enforcement Trust) and the

overall budget in the amount of \$248,424.10.

[21-22-016 SHERIFF Confiscated Prop \(BA\).pdf](#)

[21-22-016R SHERIFF Confiscated Prop \(Resolution\).pdf](#)

- 7.N *Request approval of Budget Amendment 21-22-017 and Resolution to roll forward and appropriate unspent funds into FY 21/22.*

Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$140,034.30.

[21-22-017 Roll Unspent FY20-21 Funds_SHERIFF \(BA\).pdf](#)

[21-22-017R Roll Unspent Funds for SHERIFF \(Resolution\).pdf](#)

- 7.O *Request approval of Budget Amendment 21-22-015 for realigning funds for 21/22 FY Sebring Parkway Maintenance 4110 cost center.*

Jonathan Harrison, Road & Bridge Director

There is no additional fiscal impact to Fund 175 (Sebring Parkway Maint.) or the overall budget. This budget amendment is merely moving adopted funds from within the 4110 cost center.

[21-22-015 Sebr. Prkwy Maint Realignments \(BA\).pdf](#)

- 7.P *Request approval of Budget Amendment 21-22-018 and Resolution to roll forward Fund Balance to the Tourist Dev. - Marketing & Promotion cost center.*

David Nitz, OMB Manager

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$20,000.

[21-22-018 Tourist Dev. - Operations \(BA\).pdf](#)

[21-22-018R Tourist Dev. - Operations \(Resolution\).pdf](#)

- 7.Q *Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and approval of Budget Amendment 21-22-019 and associated Resolution.*

Sarah Beth Rogers, Children's Advocacy Center Manager

The Fiscal Impact will be an Increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of \$3,288.52.

[Please_DocuSign_License_Plate__Voluntary_Co.pdf](#)

[21-22-019 Project 21052 SCALP 21-22 \(BA\).pdf](#)

[21-22-019R Project 21052 SCALP 21-22 \(Resolution\).pdf](#)

- 7.R *Request Approval of Budget Amendment 21-22-020 for Improvements and Construction of Mooring Docks from the Florida Boating Improvement Fund.*

Richard Fleeger and Sarah Albritton, Parks & Facilities Management

There is no fiscal Impact to Fund 143 (Florida Boating Improvement Trust) as this budget amendment is merely assigning a project number to a portion of the adopted funding in Cost Center 6103, Account 56300 to Account 54600Z in the amount of \$15,950.00.

[21-22-020 Project 21051 Boat Dock Improv 21-22 \(BA\).pdf](#)

- 7.S *Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2021.*

Randy Vosburg, County Administrator

No fiscal impact

[21-22 Committee Liaison Appointments.1.pdf](#)

- 7.T *Gift Agreement for the donation installation of five (5) new score boards in various locations at the Highlands County Sports Complex for use as Highlands County deems appropriate in its sole discretion.*
Sherry G. Sutphen, County Attorney
There is no direct fiscal impact to the donation of five (5) new score boards.
[Donation Agreement_Scoreboards.pdf](#)
- 7.U *Request approval to cancel the first regular Board meeting and meeting of the Special Districts of 2022.*
County Administrator Randy Vosburg
No fiscal impact
- 7.V *Request approval of budget amendment 21-22-007 to move funds into project 21031 to replace chiller for the courthouse.*
Richard Fleeger, Facilities Superintendent
The fiscal impact for the replacement of the Courthouse Chiller is \$140,455.89.
[21-22-007 Project 21031 Courthouse Chiller \(BA\).pdf](#)

8 PUBLIC HEARING

- 8.A *The redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.*
Leah Sauls, Development Services Director
There is no fiscal impact.
[Staff Analysis.pdf](#)
[Redistricting Resolution.pdf](#)

9 ACTION AGENDA

- 9.A *Request approval of an agreement with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of \$1,659,280.00 using American Rescue Plan Act (ARPA) funds.*
Liz Barber, Legislative Affairs & Grants Coordinator
Randy Vosburg, County Administrator
There is no fiscal impact to Fund 005 (General), Project 20073 (Dispatch Console Upgrade), Cost Center 3996 (Emergency/Disaster Relief), account 56400Z (Project Equipment) as the \$1,659,280.00 from ARPA funding has already been budgeted.

[Motorola Dispatch Agreement_DRAFT.pdf](#)
- 9.B *Request approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003, in the amount of \$1,280,331.00.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this project (18009) was included in the FY 21/22 Adopted Budget approved on September

21, 2021.

[Excavation Point.pdf](#)

10 COUNTY ADMINISTRATOR AND LEGAL

10.A *County Attorney Status Report*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[COUNTY ATTORNEY LOG 2.pdf](#)

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

Randy Vosburg, County Administrator

No Fiscal Impact.

[Status - Project Updates \(FINAL\) 12.07.2021.pdf](#)

[Status - Commissioner's Priorities \(FINAL\) 12.07.2021.pdf](#)

11 COMMISSIONERS

12 INFORMATIONAL

12.A *Board payables from November 16, 2021 to December 6, 2021*

12.B *Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Budget Amendment C21-05 for period ending September 30, 2021.*

Tanya Cannady, Business Services Director

None

[Resolution CRA 21-08 Approving Budget Amendment C21-05.pdf](#)

13 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: December 7, 2021

PRESENTER: Denise Williams, Highland County Veteran Services Officer

SUBJECT/TITLE: Proclamation Honoring Veteran William England on His 100th Birthday.

Attachments: [100th BD Veteran Proclamation.SGS - England W.pdf](#)

Proclamation

HONORING VETERAN, William C. England ON HIS 100TH BIRTHDAY

WHEREAS, the Highlands County Board of County Commissioners is pleased and honored to pay tribute to William C. England, who was born in Good Hope, Illinois, on 23 June 1921; and

WHEREAS, William C. England, proudly served this great nation with valor in the United States Army and now as a dedicated veteran; and

WHEREAS, William C. England, has lived during an eventful century in this nation's history and has been an inspiration to his family and to those who have known him; and

WHEREAS, our community has a continuing sense of gratitude to William C. England, who has given so much in the defense of the freedoms which we all continue to enjoy; and

WHEREAS, the Highlands County Board of County Commissioners strives to appreciate contributions and recognize important milestones in the lives of its residents.

NOW, THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners recognizes December 7, 2021 as “**William C. England Day**” and encourages all fellow citizens and friends to offer wishes for continued good health and happiness and to pay tribute to Mr. William C. England on his special day.

DONE AND ADOPTED THIS 7th day of December, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Denise Williams, Highlands County Veteran Services Officer

SUBJECT/TITLE: Proclamation of WWII Pearl Harbor to Survivor Jack Moore.

Attachments: [Pearl Harbor Proclamation.DR_2021.pdf](#)

Proclamation

PEARL HARBOR REMEMBRANCE DAY DECEMBER 7, 2021

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, 2021 marks the 80th anniversary of the surprise attack on Pearl Harbor; and

WHEREAS, this 80th 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, 2021, 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 7th day of December 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

Kathleen G. Rapp, Chairperson

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the October 19, 2021 and November 2, 2021 regular meetings of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the October 19, 2021 and November 2, 2021 regular meetings of the Board.

Attachments: [101921REG.pdf](#)
[110221REG.pdf](#)

REGULAR MEETING OF THE BOARD, OCTOBER 19, 2021

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

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

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

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

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 Stanley Epling, II, US Army, Highlands County Veteran Services Office.

A moment of silence was observed for the recent passing of Mrs. Norma Stokes.

4. **ANNOUNCEMENTS**

The Highlands Soil & Water Conservation District will hold a meeting on Tuesday, October 19, 2021, at 3:00 p.m., in Conference Room #3 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, October 20, 2021, at 8:00 a.m., in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Local Mitigation Strategy Working Group will meet on Wednesday, October 20, 2021, at 8:00 a.m., in Conference Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Tourist Development Council will meet on Thursday, October 28, 2021, at 8:15 a.m., in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

Jerome Kaszubowski provided a brief update on the COVID-19 protocols at the courthouse, stating that temperature checks are no longer required, but that masks are still required.

Mr. Kaszubowski announced that the Leadership Highlands Class of 2022 - 2nd Session will begin at the courthouse on Thursday, October 21, 2021, and it is sponsored by the South Florida State College. Mr. Kaszubowski encouraged participation in this program and if interested to contact Ms. Kris Juve, Leadership Highlands Program Coordinator. **See SMB 144 Page 97.**

Mr. Kaszubowski also announced that October is Domestic Violence Awareness Month and Thursday, October 21, 2021, is "Purple Thursday" to help raise awareness of domestic violence. **See SMB 144 Page 98.**

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- A. Request approval of a Proclamation recognizing the National Rifle Association for its 150 years of dedication to promoting firearms safety education.**

This request has been postponed. **See SMB 144 Page 99.**

- B. Request approval of a Proclamation recognizing October 24, 2021 as "World Polio Day" in Highlands County.**

Eric T. Zwyer, Highlands County Tax Collector and President of the Sebring Sunrise Rotary Club, presented the request and read the Proclamation into the record.

Commissioner Roberts moved to approve and adopt the Proclamation as presented. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 55.**

7. CITIZENS NOT ON THE AGENDA

No participants.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

- A. Request approval of the minutes from the July 20, 2021 regular meetings of the Board. See Clerk of Courts website.**
- B. Special Warranty Deed from the Town of Lake Placid to Highlands County for North Tangerine Drive and associated right of way. See County Deed file (Special Warranty Deed recorded in Official Records Book 2859, Page 1119, Highlands County, FL) & SMB 144 Page 100.**
- C. Request approval to declare the indicated lists of Sebring Public Library materials surplus and allow items to be donated to the Sebring Friends of the Libraries, nonprofit. See SMB 144 Page 101.**
- D. Request approval to declare the indicated lists of Lake Placid Memorial Library materials surplus and allow items to be donated to the Lake Placid Friends of the Libraries, nonprofit. See SMB 144 Page 102.**
- E. Request approval to declare the indicated lists of Avon Park Public Library materials surplus and allow items to be donated to the Avon Park Friends of the Libraries, nonprofit. See SMB 144 Page 103.**
- F. Request approval of the Agreement for Educational Services between Miller Dynamics and Highlands County Fire Rescue. See Highlands County Fire Rescue file.**
- G. Request approval for waiver of fees for the Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex. See SMB 144 Page 104.**

- H. **Request approval of Amendment 1 to the Legal Services Agreement between Highlands County Board of County Commissioners and Roper, P.A.** *See Board Attorney file.*
- I. **Request approval of a one (1) year renewal to the contract between Highlands County and Evok Advertising & Design, Inc., for Search Engine Optimization (SEO) and Search Engine Marketing (SEM) services for visitsebring.com website with no change to the price and terms.** *See Evok Advertising & Design, Inc. file.*
- J. **Request consideration of waiver of fees and deposit for the Salvation Army for rental of the Multi-Sports Complex Concession for their Thanksgiving Dinner Preparation.** *See SMB 144 Page 105.*
- K. **Request approval of Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services of Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services.** *See Clean Harbors Environmental Services, Inc. file.*
- L. **Request approval of a one (1) year renewal to the contract between Highlands County and Evok Advertising & Design, Inc., for ongoing services for visitsebring.com website with no change to the price and terms.** *See Evok Advertising & Design, Inc. file.*
- M. **Request approval of Budget Amendment 20-21-141 for Project 18034 Fire/EMS Administration Building.** *See SMB 144 Page 106.*
- N. **Request approval of Budget Amendment 20-21-146 and Resolution to set up Project 20070, EMPG-ARPA Grant.** *See Res. Book 32 Page 56 (Res. No. 21-22-08) & SMB 144 Page 107.*
- O. **Request approval of Budget Amendment 21-22-003 to appropriate additional funding for the Property Appraiser due to personnel adjustments.** *See SMB 144 Page 108.*
- P. **Request consideration of Waiver of Fees for the Friends of Istokpoga Lake Association, Inc. for Rental of the Lorida Community Center for Fiscal Year 2021-2022.** *See SMB 144 Page 109.*

9. PUBLIC HEARING

- A. **Public hearing to consider transmittal to the Florida Department of Economic Opportunity of a Large-Scale Plan Amendment for Text Amendments to the Highlands County 2030 Comprehensive Plan, CPA-21-592LS, pertaining to the addition of a Property Rights Element.**

Melony Culpepper, Planner & Zoning Manager, 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. Ms. Culpepper read the caption of the ordinance into the record.

Chairman Kirouac opened the floor for public comment. Input was not provided.

Commissioner Tuck moved to approve Large Scale Plan Amendment CPA-21-592LS, adding a Property Rights Element to the Highlands County 2030 Comprehensive Plan, for transmittal to the Florida Department of Economic Opportunity for expedited state review. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file.***

- B. Ordinance of the Board of County Commissioners of Highlands County, Florida, pertaining to an Amendment to the Highlands County Code of Ordinances, Chapter 4.5, Animals and Fowl; Providing for legislative findings and intent; Providing for Amendment to Chapter 4.5, Animals and Fowl, Article II, Dogs; Providing for the implementation of administrative actions; Providing a savings clause; Providing for codification and scrivener's errors.**

Sherry G. Sutphen, County Attorney, 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.

Commissioner Rapp recognized all agencies involved for hearing the needs and making solutions happen.

Chairman Kirouac opened the floor for public comment. Input was received from Judy Spiegel, with the Humane Society.

Commissioner Roberts questioned Ms. Sutphen on the legal repercussions pertaining to the proposed ordinance. Ms. Sutphen addressed Commissioner Roberts.

Commissioner Rapp moved to approve County Ordinance 21-22-03, an Ordinance of the Board of County Commissioners of Highlands County, Florida, pertaining to an amendment to the Highlands County Code of Ordinances, Chapter 4.5, Animals and Fowl; providing for legislative findings and intent; providing for amendment to Chapter 4.5, Animals and Fowl, Article II, Dogs; providing for the implementation of administrative actions; providing a savings clause; and providing for codification and scrivener's errors. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. **See Ordinance Book 19 (Ord. No. 21-22-03) & SMB 144 Page 110.**

- C. Public hearing to consider adoption of P&Z Hearing No. 2082, changing the Official Zoning Atlas for an approximate 300-acre parcel, from Residential District (R-1), Two-Family Dwelling District (R-2), Multiple Family Dwelling including Motel and Hotel District (R-3), Campground District with a Flexible Unit Development (CG-3 FUD), Business District (B-3), and Industrial District (I-2) to Agricultural District (AU).**

Sandra S. Vazquez, Planner I, 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. Ms. Vazquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vazquez also stated the applicant was present to answer any questions.

Chairman Kirouac opened the floor for public comment. Input was not provided.

Ms. Vazquez read into the record the recommended motion for **P&Z Hearing No. 2082.**

Commissioner Campbell moved approval of the motion as read into the record. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 57 (Res. No. 21-22-07) & Zoning Changes file.**

10. ACTION AGENDA

Commissioner Campbell moved approval of the action agenda as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Approval of Collective Bargaining Agreement between the Highlands County Board of County Commissioners and the Highlands County Professional EMS and Firefighters, Local 5147 International Association of Firefighters (IAFF), effective October 1, 2021 through September 30, 2024.

Tanya Cannady, Business Services Director, David Nitz, OMB Manager, and Matt Raulerson, Assistant County Attorney, presented the request.

Chairman Kirouac opened the floor for public comment. Input was received from Mr. Larry Overfield.

Commissioner Roberts moved to approve the Collective Bargaining Agreement between the Highlands County Board of County Commissioners and the Highlands County Professional EMS and Firefighters, Local 5147 International Association of Firefighters. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Highlands County Fire Rescue file.**

B. Request approval of Budget Amendment 20-21-148 and Resolution to remove 151 Funds from Project 19040 and set-up ARPA Grant funding into their respective Board-approved projects for FY 21; and request approval of Budget Amendment 21-22-002 and Resolution to remove 151 Funds from Project 19040 that rolled and rollover and appropriate the ARPA Grant funds that were set-up at fiscal yearend into their respective Board-approved projects for FY 22.

David Nitz, OMB Manager, and Angela Bollinger, Sr. Budget Analyst, presented the requests.

Chairman Kirouac opened the floor for public comment. Input was not provided.

Commissioner Campbell moved to approve Budget Amendment 20-21-148 and associated Resolution for FY 21. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 58 (Res. No. 21-22-09) & SMB 144 Page 111.**

Chairman Kirouac opened the floor for public comment. Input was not provided.

Commissioner Tuck moved to approve Budget Amendment 21-22-002 and associated Resolution for FY 22. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 59 (Res. No. 21-22-10) & SMB 144 Page 111.**

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. **See SMB 144 Page 112.**

Ms. Sutphen informed the Commission there is a new lawsuit that has been filed against the county related to a motor vehicle accident, which will be handled through the insurance carrier.

Ms. Sutphen also informed the Commission that she will be on a Canvassing Board for a city election beginning October 20, 2021, and Assistant County Attorney Matt Raulerson will sit in the November 2, 2021 Board Meetings.

B. Commissioner's Priorities and the Project Status Report.

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. **See SMB 144 Page 113.**

Mr. Vosburg provided an update on COVID-19 pandemic.

Mr. Vosburg announced that the Board of County Commissioners Pumpkin Carving Contest will be on October 29, 2021, with the pumpkins on display in the lobby of the Government Center. He stated citizens may buy tickets to vote for their favorite pumpkin, with all of the proceeds going towards the United Way of Central Florida foundation.

C. Update of progress for American Rescue Plan Act (ARPA) projects.

Liz Barber, Legislative Affairs & Grants Coordinator, provided a brief update on the American Rescue Plan Act (ARPA) projects. **See SMB 144 Page 114.**

12. COMMISSIONERS

Commissioner Campbell announced that today is the one-year anniversary for Commissioner Kirouac being Chairman of the Board and thanked him for serving this past year.

Commissioner Roberts stated that he echoes Commissioner Campbell's comments.

Commissioner Rapp recognized Chairman Kirouac stating that he has done a great job.

Chairman Kirouac thanked everyone and stated it has been an honor to serve as Chair and to work with the Board and looks forward to continuing his service with the county.

Funeral services for Ms. Norma Stokes will be held tonight at the Stephen-Nelson Funeral Home from 4:00 p.m. to 6:00 p.m., and tomorrow, October 20, 2021 at 11:00 a.m., at the Lorida Church of the Brethren.

13. INFORMATIONAL

A. Board payables from October 19, 2021 to November 1, 2021. See Check Reports 2021 file.

14. ADJOURN

Commissioner Campbell moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 10:10 a.m.

REGULAR MEETING OF THE BOARD, NOVEMBER 02, 2021

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

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

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

Also, present: Randy Vosburg, County Administrator; David "Matt" Raulerson, Assistant County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Todd Patterson, with the Bible Fellowship Church of Sebring.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mike Borders, Ret. US Army Colonel, president of the Military Officers Association of America.

SWEARING-IN CEREMONY OF CONSTITUTIONAL OFFICER:

A. Swearing-in of Constitutional Officer by the Honorable Judge Angela Cowden:

Karen Healy, Supervisor of Elections, was sworn in by the Honorable Judge Angela Cowden.

4. ANNOUNCEMENTS

Lake Istokpoga Management Committee will hold a meeting on Wednesday, November 3, 2021 from 9 a.m. to 12 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Code Enforcement Special Magistrate will hold a meeting on Wednesday, November 3, 2021 at 1:30 p.m., in the Commissioners' Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Insurance Committee will hold a meeting on Thursday, November 4, 2021 at 10:00 a.m., in the Commissioners' Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a meeting on Thursday, November 4, 2021 at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Zoning Board of Adjustment and Local Planning and Zoning Commission will hold a meeting on Tuesday, November 9, 2021 at 3:00 p.m., in the Commissioners' Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, November 9, 2021 at 7:00 p.m., in the Boardroom of the Government Center, 600 S. Commerce Ave., Sebring, FL.

The Highlands County BOCC Administrative Offices will be closed on Thursday, November 11, 2021 in observance of the Veterans Day holiday.

The Highlands Soil & Water Conservation District will hold a meeting on Monday, November 15, 2021, at 12:00 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing November 17-21, 2021 as “Farm-City Week” in Highlands County, Florida.

Chairman Kirouac presented the request and read the Proclamation into the record.

Commissioner Roberts moved approval to adopt the Proclamation as presented. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 32 Page 60, SMB 145 Page 1 & video presented on behalf of the Florida Farm Bureau, “Surviving on 2%”, may be viewed online via YouTube: <https://youtu.be/eU94OaRJbyE>**

7. PUBLIC COMMENT

Dennis Morris came before the Commission to comment on concerns he has with business being conducted in the residential neighborhood he resides in. County Administrator, Randy Vosburg, commented on the issue.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. Request to rename Marian Drive (duplicate road name) to McLaren Circle. See SMB 145 Page 2.

B. Request for consideration and signature of the Memorandum of Agreement (MOA) with the Department of Economic Opportunity (DEO) and Highlands County for the re-designation of the South-Central Rural Area of Opportunity (RAO). See Florida Department of Economic Opportunity file.

- C. **Request approval of the Grand Fondo New York (GFNY) Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- D. **Request approval of the Visit Sebring Classic Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- E. **Request approval of the Sports Marketing and Sales Services Consultant three-year contract with Airstream Ventures, LLC to begin Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- F. **Request approval of the Spartan Race and Tough Mudder Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- G. **Request approval of the Citrus Golf Trail Open Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- H. **Request approval of the Grand Fondo New York Marathon Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022. See *Tourist Development Council* file.**
- I. **Request approval of Budget Amendment 21-22-004 and Resolution to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals. See *Res. Book 32 Page 61 (Res. No. 21-22-13) & SMB 145 Page 3*.**
- J. **Request approval to issue a new Certificate of Public Convenience and Necessity (COPCN) per name change, to Highlands County Board of County Commissioners currently serving all of Highlands County under the Highlands County Fire Rescue COPCN. Name change is required to move forward with application renewal of Medicaid insurance per state requirement. See *Certificate of Public Convenience & Necessity (COPCN)* file.**
- K. **Request acceptance of the State of Florida Emergency Medical Services Program Grant application in the amount of \$14,471.00 with the associated Resolution No. 21-22-11. See *Res. Book 32 Page 62 (Res. No. 21-22-11) & Emergency Medical Services* file.**
- L. **Request to approve Budget Amendment 20-21-147 to transfer funds from Sebring Parkway, Project 17063 (Phase II-B) to Sebring Parkway, Project 17062 (Phase II-A) in the amount of \$100,000.00. See *SMB 145 Page 4*.**

- M. **Request approval of Budget Amendment 21-22-005 and Resolution bringing Fund Balance Forward for all Impact Fee funds into FY 21/22 with a Fiscal Impact of \$18,741.51 – a Net Increase.** *See Res. Book 32 Page 63 (Res. No. 21-22-14) & SMB 145 Page 5.*
- N. **Request approval of Budget Amendment 20-21-149 to realign Sheriff budgets for yearend cleanup within the General and Crime Prevention Fund.** *See SMB 145 Page 6.*

9. PUBLIC HEARING

No public hearings presented.

10. ACTION AGENDA

Commissioner Campbell moved approval of the action agenda as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

A. **Presentation on the redistricting of the Board of County Commissioners' Districts based on 2020 Census Data.**

Melony Culpepper, Planning and Zoning Manager briefly presented the proposed redistricting of the Board of County Commissioners' districts based on the 2020 Census Data and requested Board direction whether to move forward or bring the item back before the Board on November 16, 2021 or the first meeting in December. ***See SMB 145 Page 7.***

Chairman Kirouac recommended the item be brought back after the School Board of Highlands County has had a chance to review and provide input.

Chairman Kirouac opened the floor for public comment. Input was received from Mr. Larry Overfield.

B. **Award of RFP for Infrastructure Sales Surtax Refunding Revenue Bond, Series 2021, and Adoption of Resolution 21-22-12.**

David Nitz, OMB Manager, and Tanya Cannady, Business Services Director, presented the request. Also present to assist with questions was the County's Financial Advisor Mr. Jeremy Niedfeldt, with PFM Financial Advisors, and the County's Bond Counsel Mr. Duane Draper, with Bryant Miller Olive, P.A.

Chairman Kirouac opened the floor for public comment. Input was received by Mr. Larry Overfield. Mr. Nitz and Mr. Draper answered Mr. Overfield's questions.

Commissioner Roberts moved to approve the award of RFP for Infrastructure Sales Surtax Refunding Revenue Bond, Series 2021, to Regions Capital Advantage, Inc., and adoption of Resolution 21-22-12. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 64 (Res. No. 21-22-12) & Regions Capital Advantage, Inc. file.***

Sheriff Paul Blackman came before the Commission to express his gratitude for their visiting and touring the jail and taking note of the issues that need addressing. Sheriff Blackman stated that he will keep the Board informed of their progress.

~~BRIEF BREAK: To allow for the signing of documents.~~

Chairman Kirouac stated that they will take a brief break at the end of this meeting.

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

David "Matt" Raulerson, Assistant County Attorney, presented the updated County Attorney Status Report. **See SMB 145 Page 8.**

Mr. Raulerson stated there are two new lawsuits that have been filed against the county since the last meeting.

B. Commissioner's Priorities and the Project Status Report.

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report. **See SMB 145 Page 9.**

Mr. Vosburg thanked everyone for their support of their United Way fundraising event held last week and stated that the event (Annual Pumpkin Carving Contest) raised approximately \$900.

Mr. Vosburg provided an update on the COVID-19 pandemic.

12. COMMISSIONERS

No Report.

13. INFORMATIONAL

A. Board payables from November 2-15, 2021. See Check Reports 2021 file.

14. ADJOURN

Commissioner Campbell moved to adjourn the Regular Meeting of the Board. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried.

The meeting was adjourned at 10:05 a.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2020-2021.

STATEMENT OF ISSUE

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

Please find the attached FY 2020-2021 Annual Report. The Annual Report will be posted to the County’s Official website and can be accessed at www.highlandsfl.gov

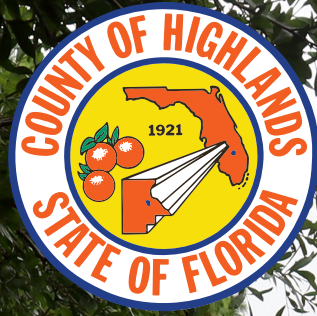
RECOMMENDED ACTION

Move to accept into the record the County Administrators Annual Report for Fiscal Year 2020-2021.

FISCAL IMPACT

No fiscal impact

Attachments: [AnnualReport2020-2021_finalADA.pdf](#)



Highlands County Board of County Commissioners Annual Report Fiscal Year 2020-2021

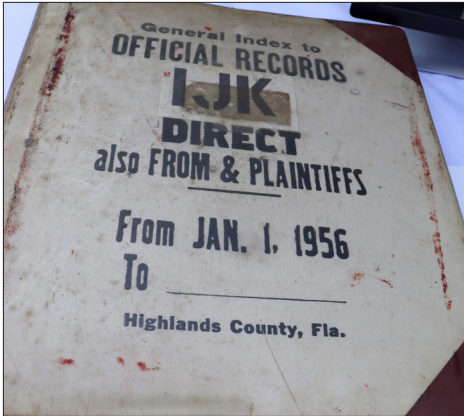


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Celebrating 100 years of Highlands County!



The Board



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

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

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

The Board is also responsible for setting the millage rate (tax on real property) to fund most functions of County government.

County Administrator Randal Vosburg



I am privileged to serve as your County Administrator. This annual report looks back at the progress of the past year and highlights the accomplishments that demonstrate the Board's continued commitment to sustainable growth, economic development, investment in infrastructure, and fiscal responsibility.

Who would have thought that we would still be dealing with COVID-19? This horrific virus has changed not only our community but our state, country and world. In addition to new working conditions, including barriers between our employees and clients, "appointment only" departments and alternate work locations, we were able to serve the community in a brand-new way.

During the first quarter, the federal government made available financial aid to our citizens through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. These programs provided fast and direct economic assistance for American workers, families, and small businesses, and helped to preserve jobs for American industries. Through the first two phases of the County's CARES program, Highlands County citizens, businesses and non-profit organizations received over \$8.34 million in relief. Through the third phase, local citizens, businesses and local government were awarded over \$10.1 million in relief.

In the second quarter, led by the Emergency Management division, we offered a COVID-19 vaccine Point of Distribution (POD) for our county and others. It operated six days a week and County staff worked with tremendous partners from the Highlands County Health Department, AdventHealth, South Florida State College nursing program students and staff, Retired and Senior Volunteer Program (RSVP), the Highlands County Sheriff's Office, Positive Mobility, and the National Guard. During the pandemic, many SFSC Health Sciences students were unable to earn clinical hours because hospitals and clinics were on lockdown. Our POD allowed these students to gain valuable hands-on experience and gave them a front row seat to a top-notch medical service center providing life-changing vaccines. An opportunity like this has not come around in over 100 years, and for all of us to work together and give the next generation of health care workers this once-in-a-career opportunity only makes our future stronger. I thank our community partners, our employees, and our families, who all came together to help staff the POD, promote the POD, and support the many people who worked long hours serving our community.

Our Board has worked hard this past year, with four of the five commissioners completing their first year of service on the Board. We brought many major projects and several issues that have been on the table for a while to a close.

For the upcoming fiscal year, the Board addressed two important assessments. First, the Board approved a fire assessment rate increase of 7% in the residential, commercial and institutional

Administration (continued)

categories; no rate increases in the industrial and vacant land categories; with the ability for up to a 7% rate increase in each category each fiscal year for the next five fiscal years after the 21/22 fiscal year through the public hearing process. Second, the Board approved the increase of the solid waste assessment from \$173 to \$210 per dwelling unit. The assessment fee has not changed since it was adopted in 2018 and the increase was needed to fund the new landfill cell; the current cell is nearing the end of its life cycle and estimated construction costs for a new cell have increased significantly in the last five years.

Additionally, the residential solid waste collection program revised the way residential recycling materials are collected. The solid waste collection contractor no longer collects residential recycling materials curbside from each residence. The County is coordinating the set up of three recycling drop-off centers spaced throughout the county. The most important benefits from this change are:

- 1) The drop-off centers will give more Highlands County residents an option to recycle as it will be open to ALL residents, including those who live in city and town limits.
- 2) The drop-off recycling centers will be able to collect more recycling materials. Paper is once again being accepted and glass will be collected separately at these facilities.
- 3) With this new program, dedicated attendants will be at each recycling drop-off location to help residents with questions and make sure the recycling materials dropped off are not contaminated by others. This will result in a higher percentage of material reaching the recycling processing facilities and eventually being re-used.
- 4) The new program will reduce the number of trips required to pick up garbage, thus reducing the wear and tear on roadways and will increase the amount of waste collected curbside. This will increase the level of service provided by the hauler and help avoid common collection problems.

The effort to provide a balanced budget for FY 21/22 was one that included all departments this year. The Board set the FY 21/22 budget while leaving the millage rate at 8.5500 mills for the seventh year in a row. The \$159.2 million budget was a 2.94% increase from the previous year. We demonstrated our commitment to responsible fiscal stewardship with the development and balancing of the full Capital Financial Strategy for FY 20/21 through 29/30, a feat not accomplished for Highlands County since FY 12/13. We continued to educate citizens on County budgeting by holding community meetings in all three municipalities and promoting an educational campaign on social media.

As we move into FY 21/22, we encourage you to get involved with your County government and ask that you visit the County's website at highlandsfl.gov, where you will find more information about the County and its programs. Lastly, we want to acknowledge the passing of a great community leader this past year, Supervisor of Elections Penny Ogg. Penny was committed to free and fair elections and she was a wonderful person with whom to work. We will miss her greatly.

We thank our employees, elected officials, municipalities, districts, and community partners for everything they do, for the programs and services they provide, and for making Highlands County a wonderful place to live, work and play.



Ag Extension

The Cooperative Extension Service is a partnership between the land grant institutions in each state and local county government. In Florida, the University of Florida along with Florida A&M University work together to oversee the extension programming. The goal of the extension service is to provide science-based information from the university to the public. An extension office is located in each of the 67 counties in Florida. Each county office houses faculty members in program areas that focus on needs identified in the community.

The University of Florida / IFAS Extension office in Highlands County has four faculty members in the areas of 4-H youth development, horticulture,

agriculture and natural resources, and livestock. The office houses an administrative secretary and 4-H program assistant to support extension programs.

In 2020, UF/IFAS Extension Highlands County successfully:

- Worked with 338 volunteers for a total of 6,132 hours with a value of \$150,004.60;
- Conducted educational programs and activities with 68,733 group learning participants;
- Received \$272,025 through monetary contributions, grants, and in-kind donations to support program efforts. These funds directly impact agent programs and do not reflect operating costs funded by the County.



BY THE NUMBERS

338
Volunteers

68,733
Group learning participants

UF | IFAS
UNIVERSITY of FLORIDA

Business Services

HUMAN RESOURCES

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

Staff began using the new JazzHR hiring software for all applications. This system change assisted managers in selecting applicants to interview more quickly. Tracking and record keeping has also improved with JazzHR.

Due to COVID-19, many employees utilized the remote work option and staff assisted with the required paperwork. Staff also vetted 102 volunteers for positions related to the CARES Act. The division experienced some turnover this year and it is now fully staffed and working well as a team. Risk Management is now part of the Human Resources division.

NON AD-VALOREM ASSESSMENT (NAV)

The Non-Ad Valorem Assessment Division continued to work with the Tax Collector's staff, Property Appraiser's staff and consultants to manage assessments and generates assessment rolls. Staff conducted mailings for the Highlands County Fire Protection MSBU, Sun N Lakes of Lake Placid Recreation District and Highlands County Solid Waste Collection and Disposal to notify property owners of public hearings and potential assessment increases. 16 separate assessment rolls were certified and billed by the Tax Collector for the fiscal year.

OFFICE OF MANAGEMENT AND BUDGET (OMB)

After holding budget review meetings with Administration and individual departments in May, workshops were held with commissioners in July and August to arrive at a Proposed Budget. The required public hearings were held in September, culminating with OMB successfully completing another budget season. The Capital Financial Strategy (CFS) as well as the Fee Schedule were prepared and presented with the budget to the Board for consideration and adoption during the final public hearing. Staff worked with the Clerk of Court's Accounting department in the setting up and recording of budgets, revenues, expenditures and other entries necessary for the tracking and spending of funds. OMB also monitored the expenditures of the major funds and communicated with Administration as to any variances when compared to the budget. OMB tracked and monitored all currently open projects, approximately 205, working with the project managers to update their project control records as needed, adding new projects and closing completed projects.

Staff also prepared or assisted departments with approximately 160 budget amendments during the year to transfer/realign budgeted funds.

BY THE NUMBERS

419
Approved positions

87
Positions advertised

83
Employees hired

7
Retirements

77
Resignations

10
Terminations



Business Services (continued)

PURCHASING

Some of the major solicitation activities included completing the 5-Year Library of Consultants service contracts with the federal clauses, soliciting for the new paint striping truck, the Lead Tourism Consultant, Janitorial Supplies, Advanced and Basic Life Support Pharmaceuticals & Supplies, the Property and Casualty Insurance. Activities separate from formal solicitations include the extension of the Xerox contract at a reduced rate for a cost savings of \$9,805 annually for each of the next four years; the purchase of two ambulances using cooperative contract pricing, assisting with the American Rescue Plan Act funding requirements, and coordinating a Vendor Open House with five local entities and 48 vendors participating.

Purchasing has implemented on-line bid/proposal submissions. This fiscal year, Purchasing reviewed and processed 1,693 Purchase Orders (totaling \$25,317,386), 638 Change Orders and 6,245 Invoices for payment.

Approximately 254 vendor numbers were issued or updated in FinPlus. Vendor enrollment in Vendor Registry increased by 484 companies/persons, a 22% increase over the prior year, for a total of 2,681 vendors. Purchasing's goal is to have 3,000 vendors registered by October 2022.

RISK MANAGEMENT

FY 20/21 was another challenging year due to COVID-19.

The Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation Insurance was put out for bid this fiscal year. Public Risk Insurance Advisors (PRIA), submitted the winning bid for Preferred Governmental Insurance Trust (Preferred), with a savings of \$366,856 to the County.

Other Risk Management activities:

- Quarterly claim review meetings with claim adjusters
- COVID hotline and call management
- Communication to ensure injured employees have the best medical care possible for expeditious recovery and return to work
- Liaise with Senior Risk consultant and utilization of other safety resources
- Implement current online training programs for employees including COVID, general safety, and post-accident training
- Attend webinars concerning current risk concerns

BY THE NUMBERS

PURCHASING

41

Solicitations

17

Invitations to Bid

14

Formal written quotes

10

Requests for Proposals

1,693

Purchase Orders issued
totaling \$25,317,386

5,455

P-Card transactions
totaling \$1,471,071

878

Surplus property sales
totaling \$4,374,637 in revenue

BY THE NUMBERS

RISK MANAGEMENT

76

Claims processed

43

Workers Comp
claims processed

33

Auto & General liability claims

69

Special events
policies processed



Community Programs

CHILDREN'S ADVOCACY CENTER

The CAC was renamed the Ruth E. Handley Children's Advocacy Center in October 2020. Throughout the fiscal year, staff logged a total of 4,274 client encounters and services, including therapy sessions, forensic interviews, medical exams, case updates, and referrals to outside services. Staff completed victim advocate training and training in trauma-focused therapies. Staff also offers trauma-focused training to the public with the goals of helping to prevent abuse and to promote trauma awareness within the community. CAC staff helped organize and promote a variety of Child Abuse Prevention Month activities and events, as well as participated in various public presentations throughout the year.



BY THE NUMBERS

136
New clients
81
Forensic and specialized interviews conducted
2,431
Family advocate encounters
1,729
Direct therapy services
12
Multi-Disciplinary Team case reviews

COUNTYWIDE LIBRARY SYSTEM

The Highlands County Library System is a member of the Heartland Library Cooperative. This year during the COVID-19 pandemic, staff introduced a new virtual study platform to patrons to go along with two others already in place. These platforms help patrons prepare for tests like the LSAT, GRE, NCLEX. A total 10,080 study lessons were held during the year and the e-books/audiobooks platforms saw a circulation of 379,369 uses. Highlands County Library System youth services staff were able to think outside the box again for the 2021 Summer Reading Program. All three libraries offered programming with new technology acquired through an LSTA grant by the Heartland Library Cooperative, with take-home craft kits available as well as online participation opportunities. Libraries hosted 30 programs in June and July and 1,730 craft kits were given out. 223 youth-aged patrons participated in the weekly reading goal challenge portion of the Summer Reading Program. New staff have joined the libraries, bringing excitement and new ideas to the community.

BY THE NUMBERS

250,240
Annual circulation transactions
396,246
E-resource access sessions
9,519
Wireless access sessions
2,162
Summer Reading program total participation

Community Programs (continued)



BY THE NUMBERS

114 families & 254 children
Enrolled in program

1,240
Home visits completed

3,430
Individual contacts

309
Collateral contacts to partner
agencies

159
Referrals to community
resources

HEALTHY FAMILIES HIGHLANDS

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

Throughout the COVID-19 pandemic, the program has used virtual services as well as face-to-face home visits while adhering to CDC safety practices and recommendations. After having to cancel last year's event, program staff held its annual Back to School Drive as a drive-thru event. With the help of county employees and other community members, Healthy Families Highlands provided needed school supplies to almost 100 children in Highlands County.

This year staff worked with a parent leader of the program to present the proclamation declaring April as "Child Abuse Prevention Month" to the Highlands County School Board while sharing the positive impact the program has had on her family.

Staff continue to educate the community about Healthy Families program services, eligibility criteria, program benefits and the referral process. This past fiscal year, seven families successfully completed the program, having received evidence-based curriculum and tools for 3-5 years, depending on the needs of the family.



Community Programs (continued)

HUMAN SERVICES

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

Residents were assisted by the Health Care Responsibility Act (HCRA), which requires counties to pay for indigent hospitalization of a county resident when it occurs in a hospital outside of our county.

Support was also provided through Prescription Assistance, funded by the Coast2Coast Rx Card, which provided life-sustaining medications to uninsured and low-income county residents. The funding source for our prescription assistance service is provided by the Coast2CoastRx prescription discount card.

This card is available to residents of Highlands County. To learn more about this program and to print a card, visit www.coast2coastrx.com. This program is a great benefit to participants and in turn provides funds to Human Services for the Prescription Assistance Program.

Partnerships with a network of funeral homes within the county provided for indigent cremation services. The division experienced an increase in indigent cremation services this fiscal year, with 92 cremations provided, an increase of 106% from the previous year.



VETERAN SERVICES

The Highlands County Veteran Services Office serves the veteran, and/or family, by providing services and assisting in the application for additional benefits through the Department of Veterans Affairs. Such benefits may include disability compensation, non-service connected pensions, information regarding home loan certification, funeral or burial reimbursements and VA medical enrollment. The VSO also assists with benefits offered by Highlands County and state or federal governments.

During FY 20-21, the VSO provided services to over 1,000 veterans. During the pandemic, the office initially held in-person interviews for scheduled appointments, then was closed to the public until April 2021, with benefit assistance provided virtually and via telephone.

The office logged 12,292 inbound and outbound phone calls and transmitted over 2,500 faxes during the year, with an average of 750 faxes per quarter. This was the primary way to submit veterans claims to the VA from October 2020 to August 2021. In August, the VSO transitioned to a new claims processing software (VetPro), which enables a more efficient method to submit claims directly to the VA.

Staff also help veterans who require assistance with two outreach programs. These programs include a food pantry (non-perishable foods, gas cards, and grocery cards) and Veterans Assistance Fund. The Highlands County Veterans Council, local organizations, and the community provide the necessary resources to ensure the continuation of such programs.

BY THE NUMBERS

50
Veterans received
Thanksgiving dinners

31
Veterans and their families
received Christmas
dinners and gifts

93
Veterans received assistance
at the Veterans Food Pantry

19
Veterans received assistance
through the Veterans
Assistance Fund



County Attorney



The Highlands County Attorney's Office is excited to announce that we have made some significant changes over the past year. Not only do we have all new faces, but we have also started working toward becoming more accessible and complementary to the operations of the County Administrator and his staff.

Meet our Office

Sherry G. Sutphen is the County Attorney. Sherry is a Certified Specialist in City, County and Local Government law and has focused her practice in the area of local government general counsel work for over 20 years.

D. Matt Raulerson is the Assistant County Attorney. Matt has practiced law for six years in the private sector and brings a variety of experience to the County Attorney's Office, which enable him to facilitate interactions among County residents, business citizens, community partners and the various County departments.

Chantel Brutus is our Legal Assistant. Chantel recently transferred into the County Attorney's

Office after having worked in the County's Development Services department for two years. She brings her knowledge and understanding of County processes and her professional relationships, which strengthens our objective of serving both the County departments and the Board of County Commissioners in the most efficient and effective manner possible.

Significant changes

Over the past year, our office has revised and streamlined many processes, including but not limited to the method for requesting legal review of matters by the various County departments. Our efforts are designed to make the County Attorney's Office more accessible.

In addition, we have revised and updated the County's form contracts and removed provisions that had the potential to limit County effectiveness. Through the services we provide, the County Attorney's Office will continue working toward achieving the Board's main objective of efficient government.

Development Services

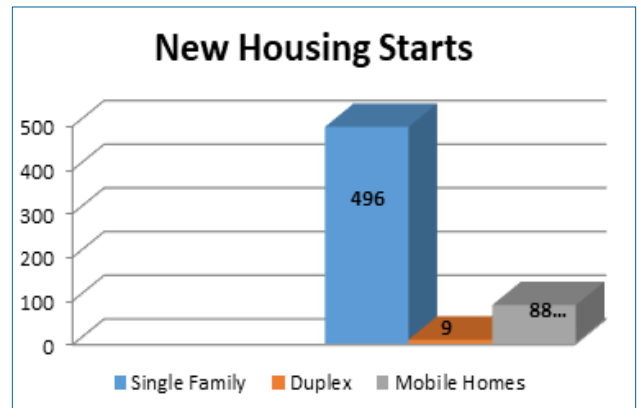
BUILDING

Housing starts increased this fiscal year, with total starts of 505, increasing 71% compared to the prior fiscal year. This increase is due to new site built single-family homes.

Mobile home activity rose this fiscal year with an increase of 60% and 88 mobile home permits issued.

A total of 9,080 permits were issued this fiscal year, an increase of 22%.

The following projects were valued over \$500,000:
 Sebring Square MHP - Clubhouse
 Steel Blue Fabrication - Fabrication Shop
 Adventist Health – Residency Lounge Renovation
 Dr. Iberia – Florida Joint and Spine Medical Office
 5719 Properties – Office Complex
 WaWa – Gas Station with Convenience Store (2 stores)
 L H HC Properties – Bernie Little Warehouse & Distribution Center
 Tractor Supply – Remodel Lake Placid
 Sapp Citrus Services – Warehouse
 Starpar Storage LLC – 6 Self-Storage Facilities



BY THE NUMBERS

BUILDING
 9,080
 Permits issued

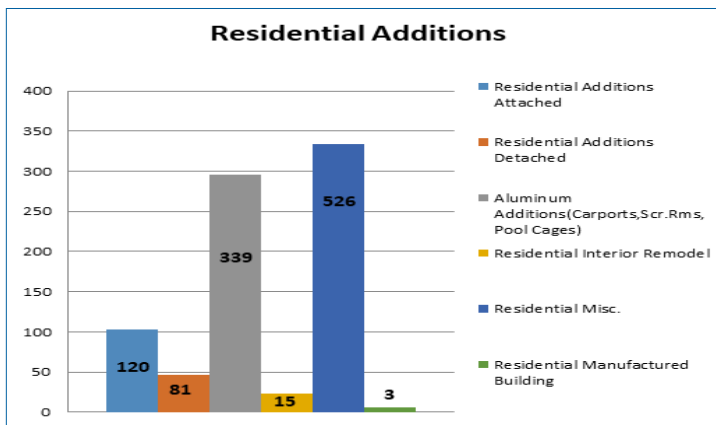
17,585
 Inspections conducted

476
 Complaints inspected

\$1,301,404.10
 Revenue from permits

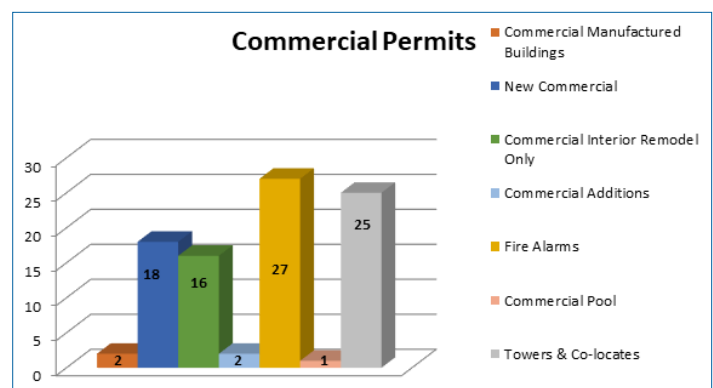
\$232,232
 Revenue from building plan reviews

\$13,350
 Revenue from red tags



HOUSING

Distributed \$408,180.91 in SHIP funds this fiscal year. SHIP funds helps with down payment assistance, home repair and foreclosure intervention.



Development Services (continued)

PLANNING

County

Zoning changes: 23
 Board of Adjustment (BOA) cases: 23 (13 special exceptions, 10 variances)
 Staff reports prepared: 47 for Zoning, 33 for Future Land Use (FLU), and 23 for BOA, for a total of 101
 Plan/plat reviews, including pre-app, preliminary and final: 38
 Land development amendments: 2
 Environmental clearance permits: 208
 Land clearing permits: 860
 Future land use amendments: 17 (1 large scale and 14 small scale, 2 withdrawn).
 Comprehensive Plan text amendments: 3

Town of Lake Placid

Board of Adjustment cases: 3
 Rezoning: 1
 Comprehensive Plan amendment: 1
 Parking waiver: 2
 Setback variance: 2
 Code text amendments: 1
 Special exception: 1
 Staff reports: 27
 Sign permits: 11
 Alcoholic beverage permits: 5
 Commercial site plan review to include pre-app: 6

BY THE NUMBERS

ZONING

8,086
Phone calls

2,487
In-person inquiries

23
Zoning changes

10
Variances

13
Special exceptions

11
Plat reviews

\$213,662.90
Revenue collected

CODE ENFORCEMENT

1,282
Complaints

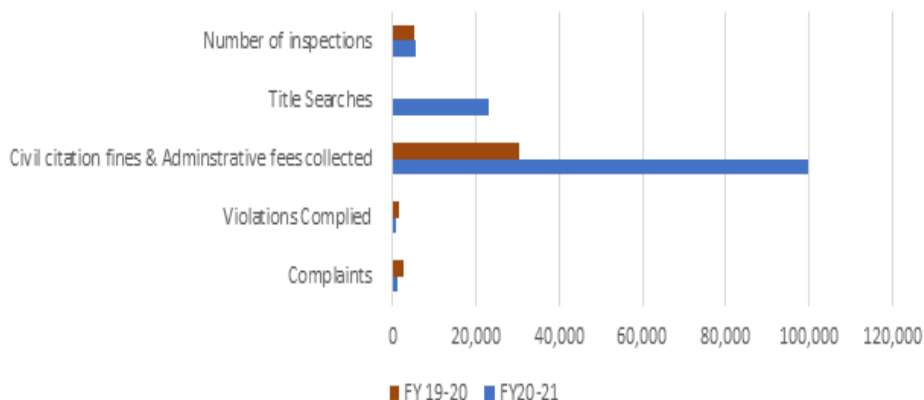
772
Violations compiled

23,260
Title searches

5,617
Total number of inspections

\$99,828.39
Civil citation fines and administrative fees collected

Code Enforcement Comparision Report FY 19/20 vs FY 20/21



Development Services (continued)



ECONOMIC DEVELOPMENT

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

Grants

In FY 20/21, HCED applied for (or assisted partner applications) and was awarded over \$4.6 million in grants for county projects and initiatives. The breakdown is:

- Duke Energy Foundation, awarded \$10,000 for marketing
- Enterprise Florida, awarded \$30,000 for marketing
- FERRO, awarded \$25,000 for broadband study
- ARPA dollars, awarded \$4.5 million for broadband efforts

Commissioner priority

Utility Expansion Plan: HCED is leading the utility expansion priority. It has entered into an ongoing task order with Kimley-Horn and has partnered with water and wastewater utility representatives countywide to develop a comprehensive map of existing lines in GIS. Efforts continue to gather information on fire flow tests, capacity and age of existing lines, asset management plans, and hydraulic modeling of water and wastewater systems. The goal is to facilitate growth countywide through strategic planning for utility extensions by partnering with various utility partners to expand the pace of economic development opportunities by making sites more competitive.

BY THE NUMBERS

106,221
Population

6.5 percent
Unemployment rate as of
August 2020

\$35,825
Average wage

2,391
Number of establishments
as of Q1 2021

200
Business meetings attended

105
Stakeholder meetings

80
Prospect/request responses

60
Leads worked

6
Speaking engagements

Development Services (continued)

TOURIST DEVELOPMENT

The division's mission is to contribute to a positive quality of life for Highlands County residents through destination promotion, tourism development, advocacy and resource management, all foundation pieces for future economic growth. The division is funded by a 4% Tourist Development Tax on overnight stays by visitors six months or less.

From October 2020 to May 2021, record high collections were set in October, November, April and May, with total collections to date at \$846,000, and is on track to collect a record \$1.1 million this fiscal year.



Office and outreach activities

Monthly e-newsletters for both tourists and local partners were developed and issued, as well as monthly activity reports and an annual update presentation to the Board. An Internal Communications Plan was created and includes community presentations, a monthly column in the Highlands News-Sun and frequent news releases to keep community leaders and the public updated on TDC initiatives.

Segment meetings

TD staff meets regularly with tourism industry segments, like the Citrus Golf Trail, restaurants, agritourism, hotels, art & culture groups, local chambers of commerce, and fishing tournament directors.

Events and projects

Staff developed and launched the Sebring Sips, Suds and Sodas passport, created the new Centennial Trail for geocachers to celebrate 100 years of Highlands County, secured a \$50,000 Connected TV marketing campaign for only \$10,000 through a co-op with VISIT FLORIDA, and secured an Adventure Travel Conference for rural areas scheduled for Sebring in November 2021 through VISIT FLORIDA.

Grants

New TDC event grants approved during 2020-2021 include: Sebring Multisport Festival, Minor League Golf Tournament, Citrus Golf Trail Tournament, GFNY Marathon, and Spartan Race/Tough Mudder. TD secured nearly \$16,000 in grant funds from the Florida Sports Foundation.

Media

Staff secured "Lunker Louie" as its fishing ambassador, two Florida on a Tankful TV segments at no charge and pre-event TV coverage for Sebring Soda Festival and the Caladium Festival on both FOX 13 and Channel 8/Daytime TV. Both Prowatercross and Motosurf were televised on a 30-minute CBS Sports show that also highlighted the Sebring area.

Awards

Visit Sebring won a Flagler Award from VISIT FLORIDA, which was presented at the Florida Governor's Conference for Tourism in September 2021.



Engineering



BY THE NUMBERS

37
Grant applications submitted,
totaling \$35,443,626.97

DEVELOPMENT SERVICES

128
Applications received

190
Utility permits reviewed

156
Utility permits issued

ENGINEERING

For FY 20/21, The Engineering department submitted 37 grant applications, totaling \$35,443,626.97, for various transportation-related grant programs, including the Florida Department of Transportation's 5-Year Work Program, which consists of the following: Small County Outreach Program, Small County Road Assistance Program, Transportation Operation and Safety Improvement Program, Transportation Enhancements Program, County Incentive Grant Program, and Transportation Regional Incentive Program.

Engineering projects

- Sebring Parkway Phase IIA
- Sebring Parkway Phase IIB
- Sebring Parkway Phase III
- Thunderbird Road Sidewalk (Comet to Grand Prix)
- Thunderbird Road Sidewalk (Grand Prix to Cougar)
- Arbuckle Creek Road Turn Lane
- Animal Services Building
- Youth Care Sidewalk Improvements
- ADA Transition Plan – CR 721 (SR 70 to SR 98)
- Heron Street
- West Stryker Roadway Improvement
- CR 623 (Kenilworth Boulevard)
- New Traffic Operations Building
- Sun N Lake Sidewalk Improvements
- Placid Lakes Sidewalk Improvements



Engineering (continued)

GIS

The Geographic Information Systems division created a new GIS Open Data Hub website, a Road Name Search application, a 2021 County Centennial StoryMap, and more. GIS transitioned through a database conversion, software updates, and began rolling out ArcGIS Pro implementation to select GIS users throughout the County. The division designed the website and graphics for the 2020 United Way Silent Auction fundraiser and staff provided support during COVID-19 by providing data research, analysis, and produced over 40 reports for Emergency Management.

SOLID WASTE

Several changes were implemented at the Landfill due to two fires in the span of one month, including safety measures and additional resources.

The Board approved the increase of the solid waste assessment from \$173 to \$210 per dwelling unit in July for the upcoming fiscal year. The assessment fee has not changed since it was adopted in 2018 and the increase was needed to fund the new landfill cell; the current cell is nearing the end of its life cycle and estimated construction costs for a new cell have increased significantly in the last five years.

Also, the solid waste collection program revised the way residential recycling materials are collected in August and the contractor no longer collects residential recycling materials curbside from each residence. The County is coordinating the set up of three recycling drop-off centers spaced throughout the county.

TRAFFIC OPERATIONS

The division has 13 employees and a supervisor. It is responsible for fabricating traffic signs; maintaining traffic signals and street lighting along most of the State road system within Highlands County; and installing, maintaining, repairing and inspecting all traffic control devices – signs, signals, pavement markings and devices – placed on, over, or adjacent to County-maintained streets or highways to regulate, warn and guide traffic. Crews maintain 44 out of 45 traffic signals in Highlands County, 775 street lights and about 70 school zone flashers. They also maintain approximately 40,000 signs – from stop signs, street signs, warning signs and regulatory signs to information signs, school signs, object markers and recreational markers.

BY THE NUMBERS

GIS

6,071

Roadways verified,
corrected or edited

1,590

Address points verified
and corrected

SOLID WASTE

141,417

Tons of solid waste collected

389

Tons of recycling collected

38,195

Households serviced
by Waste Connections

TRAFFIC OPS

13,129

Signs fabricated,
installed or repaired

1,457

Traffic signal and streetlight
repairs/replacements

915,388

Linear feet of roadway striping

2,800

Thermal plastic messages
and raised pavement
markers installed

Parks & Facilities

FACILITIES

The Facilities maintenance team responded to over 680 repair calls in more than 35 buildings that support elected officials, County staff and visitors. Preventive maintenance took place at the Government Center and Courthouse: pressure washing, sealer and freshened paint.

Renovations to rental facilities were made to update to current fire code requirements. Renovations were also performed at the new fire headquarters on Kenilworth Boulevard, including exterior support of the building, storage and Information and Technologies (IT) new camera and technologies repair support center.

Project Management was transferred to Parks and Facilities and Sarah Albritton joined the team. She has finalized the Fire Rescue headquarters, and the Government Center and Annex roof replacement projects. A major part of the paperwork and land purchase for the future site of the Sheriff's Department training facility to be located across from the Animal Control building, where renovation for growth, is in development.

The Custodial team continued to use enhanced cleaning and sanitization protocols in County facilities for the safety of personnel and visitors. Staff stocked masks and sanitizer in all provided stations on a daily basis throughout the pandemic.



Parks & Facilities (continued)

PARKS AND RECREATION

Parks and Recreation Carpenter and Grounds Division welcomed Delmar Rager to the team, where he serves a supervisory role for the carpentry shop. He has more than six completely renovated docks and added safety and ADA improvements to our parks.

Renovations at Carver Park included new exercise stations through a sponsor/grant, the basketball court was sealed and painted via donation, a concrete deck to support two sets of bleachers and water was added to the property for a water fountain and cleaning needs.

Windy Point has a new extension of 40 feet of mooring and is going through permitting to receive a new pavilion and walkway over the water. Evasive plant and management plans are ongoing to keep up the environment while leaving an untouched Florida look for visitors.

Our sign campaign continues for all parks for a fresh look. Over 300 acres is maintained monthly, and support is provided to Fire Rescue and Districts for trees, irrigation repair, signs, beach work, etc., to keep costs low.

The Sports Complex has made some changes this year in terms of overall appearance, including new plantings, mulch, and LED lighting. Continued grounds maintenance includes laser grading to the infields, aeration to the grass on the football, soccer and for five of the softball outfields. This year we had 56 teams in the local adult softball leagues and nine senior (50+) teams. Although 14 tournaments cancelled this year, we did host 13 two-day tournaments and seven one-day tournaments with USSSA, Travel Ball USA, Roberto Clemente, International Slow Pitch Softball, Freedom Sports, and Hogar RESA. Two other events were held with Special Stars and the GFNY Cycling.

Total reimbursements from Fire Rescue, District Improvement, and special projects totaled \$43,048. The Parks and Recreation team also performed work at the former Jaycee's Building totaling \$2,692.

BY THE NUMBERS

FACILITIES

680

Total service repair calls

PARKS & REC

74

County properties maintained

REVENUE

\$7,110

Facility rentals

\$40,847

Sports Complex



Public Information



During FY 20/21, the PIO team dedicated a good portion of its time to the COVID-19 efforts in our County. From October to January, we assisted with the implementation of the CARES program and put out information related to it. From December to August, we assisted with the COVID-19 vaccine POD operations, disseminated information about POD events and promoted educational campaigns related to vaccination. Throughout the year we provided regular updates about case numbers, our County status and general informational items.



On the Fire Rescue front, we responded to several incidents, participated in site walkthroughs and promoted multiple awareness campaigns on the HCFR Facebook page.



We organized and participated in many events, including the renaming ceremony for the Ruth E. Handley Children's Advocacy Center, the Station 18 remodel reveal, the opening of the Fire Rescue headquarters, the County fair booth, the County centennial outdoor expo and the Heritage Festival.

The team manages social media accounts for both the County and Fire Rescue across several platforms, including Facebook, Nextdoor, Instagram, LinkedIn, Twitter and YouTube. Growth and engagement on all platforms have increased



Public Information (continued)

from the previous year: 16% on Facebook for the County page and 21% for the HCFR page; 21% on Nextdoor; 36% on Instagram; 69% on Twitter for the County account and 3% for the HCFR account; and 167% on YouTube.

We re-launched the County Connection employee newsletter in June and created an employee portal where staff can access important documents and employment information.

A preparedness campaign consisting of informational videos was created and used ahead of hurricane season. The All Hazards Guide magazine was also created and distributed via the local newspaper and at community events, like the annual Hurricane Expo. We were activated for storm duty for two storms and provided updates to the community related to weather events in our County throughout the year.

Educational information, like videos and graphics, related to recycling was developed and provided to the community throughout the year. The team also created an educational campaign for social media about the County budget process.

A newsletter dedicated to property owners and tenants



along the Sebring Parkway Phase IIA and IIB construction area was created and distributed monthly, with frequent updates provided to stakeholders and the public as needed.

In collaboration with the local newspaper, we secured a spot for articles to print twice a month in addition to the regular news releases that are sent out. For the first year, we have dedicated this space to highlight different County programs and employees. The idea behind this effort is to educate our residents about the multiple programs the County has available and how different departments operate. It also allows us to showcase our employees and the important work they do for the County and our community.

BY THE NUMBERS

BCC FACEBOOK

14,794

Likes as of Sept. 30

BCC NEXTDOOR

15,715

Verified residents
in September

BCC INSTAGRAM

1,158

Followers as of Sept. 30

BCC TWITTER

115

Followers as of Sept. 30

BCC YOUTUBE

88

Subscribers as of Sept. 30

HCFR FACEBOOK

7,803

Likes as of Sept. 30

HCFR TWITTER

326

Followers as of Sept. 30



Public Safety

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



EMERGENCY MANAGEMENT

As COVID-19 continued throughout 2020 and into 2021, EM continued to operate at a heightened level of activation. This included the CARES Project Management and reimbursement process for the County. All CARES funding was expended and reimbursed within the required timeframe.

Immediately after this process ended, EM began the operation of the County's COVID-19 vaccination Point of Distribution at Lakeshore Mall from January through May and continuing to support local hospitals and long-term care facilities.

This fiscal year, EM began the process of updating the County Emergency Management Plan – CEMP. This should be complete by the end of FY 21/22.

Staff once again participated in the 2021 Hurricane Expo, held at Lakeshore Mall. Last year's event was canceled due to COVID-19. During hurricane season, EM actively monitored two tropical systems that had the potential to affect our community while maintaining monitoring status throughout the season.



BY THE NUMBERS

COVID-19

468

days activated
due to pandemic

48,999

Total number of shots
administered at vaccine POD

CARES FUNDS

\$18,534,745

Total federal funds

\$4,633,686

Phase 1 funds received,
paid and reimbursed

\$3,706,949

Phase 2 funds,
paid and reimbursed

\$10,194,110

Phase 3 funds received,
paid and reimbursed

\$0.01

Balance

Public Safety (continued)

FIRE RESCUE

Progress continues to be made with the consolidated volunteer and paid fire department with additional fire and EMS personnel obtaining dual firefighter and EMS cross-credentialed certification. Fire Rescue hired four more employees, and three personnel completed their cross-credentialed certification in FY 20/21.

The department faced many challenges due to the COVID-19 pandemic, including mandates needed to cover personnel who were sick or caring for someone who was sick.

In addition, staff moved into the new Fire Rescue Headquarters on Kenilworth Boulevard and completed the interior and exterior remodel of Station 18. As part of the new headquarters, FR now has a warehouse space to house inventory, gear and other supplies in one centralized location. Staff use a new inventory control software, which streamlines that process for the department. FR also obtained a logistics van, so staff can deliver supplies and keep FR facilities stocked as needed.

FR received two new ambulances that are configured to carry firefighting gear for cross-credentialed personnel. The department also received two new custom fire engines and one commercial engine. Another commercial engine, air/light unit and three replacement ambulances are expected in late 2021 or early 2022.

Station 36 replacement property has been secured in the Lake Placid area and the station is in the design phase. Work will continue on several facility and equipment projects. The initiation of a rescue truck project is underway; it will utilize an older vehicle retired from its primary use and will be retrofitted inhouse for specialized use.



Several negotiation meetings were held between County staff and Highlands County Professional EMS & Firefighters Local 5147. Those negotiations led to the completion of the first contract between the County and the union.

Chief Marc Bashoor ended his tenure as Public Safety director on Sept. 30 after three years with the County. Chief Bashoor guided the department through the initial transition from 10 separate Fire Districts to a countywide, consolidated Fire Rescue. Staff appreciate his hard work, dedication and passion for public safety and look forward to continued progress as FR welcomes Chief Ellison “Laney” Stearns II as the new Public Safety director in October 2021.

Road & Bridge



BY THE NUMBERS

33
Total miles of county
roads resurfaced

1,097
Total work requests
for right-of-way maintenance

24,384
Tons of asphalt used
for resurfacing

47,305
Tons of asphalt produced
at asphalt plant

Shell material was added to approximately 136 different unpaved road segments throughout the County. In addition to resurfacing and road reconstruct projects, routine right-of-way maintenance operations, including mowing, repairing potholes, cleaning maintained right-of-way drainage ditches and tree trimming, were performed.

Annual excavation and mitigation monitoring reports for the County Shell Pit and the County Marl Pit were submitted to the appropriate regulatory agencies. Annual excavation of shell was approximately 93,272 tons, a 35% increase from the previous year.



Road & Bridge (continued)

BRIDGE & CONCRETE

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

The Construction Crew gathered GPS information for illegal dump sites that can be input into the Cartegraph Asset Management software system. This GPS information provides County Administration with a better understanding of where to focus law enforcement efforts to combat illegal dumping. In coordination with other R&B personnel, the Construction Crew completed an FDOT-grant project consisting of approximately 17,852 tons of asphalt and 8.68 miles of road construction on County Road 721.

All Road and Bridge right-of-way mowing crews maintained approximately 35,696 acres along County maintained rights-of-way with tractor and batwing equipment. All three units graded a total of approximately 3,945 miles of County-maintained shell/dirt road segments. All units worked together to transport fill material to ongoing jobs and projects.

FLEET MAINTENANCE SHOP

The Road and Bridge Fleet Maintenance Shop completed 1,780 work request repairs and performed preventative maintenance on 578 different fleet units. Preventative maintenance is performed on all Road and Bridge fleet units as well as vehicles from Highlands County Sheriff's Office, all fleet units from Highlands County Fire Rescue and fire districts, the State Attorney's Office, and fleet



BY THE NUMBERS

36
Bridges maintained

29
Miles of sidewalks and
multi-use paths maintained

5
Illegal dump sites cleaned up

\$1,112.30
Fiscal impact of illegal
dump site cleanups

35,696
Acres of right of way
maintained

3,945
Miles of county-maintained
shell/dirt road
segments graded

BY THE NUMBERS

1,780
Work request repairs
performed

578
Vehicles provided preventative
maintenance

Road & Bridge (continued)

units from various other county departments. Fleet Maintenance welding staff also repaired aluminum handrail damaged along county rights-of-way after vehicle accidents.

Road and Bridge continues to offer several training opportunities such as Commercial Driver License training and reimbursements to employees, Florida Department of Transportation MOT certification classes, Gencor Asphalt Plant training programs, and Mining Safety and Health Administration certification classes. Two Road and Bridge employees have FDOT Asphalt Plant Level 2 Certifications and other employees have FDOT Paving Level 1 and/or Level 2 certifications. One Fleet Maintenance Shop employee currently possesses the Emergency Vehicle Technician certification that permits him to work on various components of ambulances, fire trucks and other Public Safety fleet equipment.

NATURAL RESOURCES

Natural Resources division manages the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 project and continues the maintenance of the IMWID Phase 1 project with the support of Road and Bridge. Collaboration projects with the Engineering department include the Jack Creek Watershed Management Plan Study, the Carter Creek Watershed Management Plan Study, and the Sebring Drainage Study.

The Lake June-in-Winter Best Management Practice (BMP) study, with the support of Southwest Florida Water Management District, was completed and staff is continuing its efforts in funding projects for implementation based on the Lake June-in-Winter study results. The division maintains two properties for conservation and future mitigation purposes – the 55-acre Grassy Lake Scrub and the 1,350-acres Sun-N-Lake Preserve.

The Invasive Plant Management division sprays canals and ditches as well as completes the Florida Fish and Wildlife Conservation Commissioner's State Work Plan Invasive Plant Management spraying per state guidelines.

WAREHOUSE

County warehouse personnel obtained vehicle and equipment titles and tags, managed the parts warehouse facility and maintained all three county fueling sites. Computer records generated from all three county operated fuel sites, the Highlands County Asphalt Plant and County Shell Pit show a total of 714,465 gallons of diesel and gasoline were dispensed, which was captured by 40,822 transactions. The chart below reflects the cost for both gas and diesel, transactions (Issues), and the number of gallons used during FY 19/20 and 20/21.

September	Unleaded/Issues	Usage/GL	Diesel/Issues	Usage/GL
FY 19/20	\$2.50/27,351	332,626.20	\$2.50/12,512	362,925.00
FY 20/21	\$2.50/27,687	337,996.10	\$2.50/13,135	376,469.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Peace River Center for Personal Development, Inc., a Florida Non-Profit Corporation Grant Agreement as approved in the FY 21/22 Adopted Budget

STATEMENT OF ISSUE

This is a grant agreement for \$30,000 that was approved in the FY 21-22 Adopted Budget for the Peace River Center for Personal Development, Inc., a Florida Non-Profit Corporation, for the purpose of local match dollars for maintaining and staffing a Domestic Violence Safehouse for Highlands County. The grant agreement is required before distribution of funds to the outside agency.

RECOMMENDED ACTION

Move to approve and execute the FY 21-22 grant agreement for the Peace River Center for Personal Development, Inc.

FISCAL IMPACT

There is no fiscal impact as this grant award of \$30,000 was approved in the Adopted Budget for FY 21/22 on September 21, 2021.

Attachments: [Peace River 120721000.pdf](#)

GRANT AGREEMENT

THIS AGREEMENT is 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 the "COUNTY", and PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC., a Florida Non-Profit Corporation, P.O. Box 1559, Bartow, Florida 33831-1559; FEIN: 59-0818924, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY provides funding to recipients of Federal and State Grants for the purpose of local matching dollars; and,

WHEREAS, the CONTRACTOR is one of these recipients and provides a domestic violence safe house for Highlands County pursuant to Contractor's Request for Funding dated March 17, 2021; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2021 through September 30, 2022.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work

which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

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

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

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

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

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

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required

insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@Roperpa.com

CONTRACTOR: Peace River Center for Personal Development, Inc.
P.O. Box 1559
Bartow, FL 33831-1559

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

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

of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 7th day of December, 2021.

CONTRACTOR

By: J. William Gardam

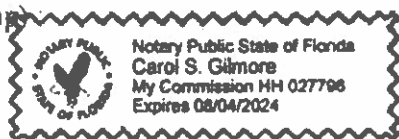
Print: J. William Gardam

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of J. William Gardam, as CEO, of Peace River Center, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 22nd day of October, 2021.

(stamp)



Carol S. Gilmore
NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

**Exhibit “A”
Scope of Services**



March 17, 2021

Highlands County Office of Management & Budget
Attn: Mr. David Nitz
Budget Manager
600 South Commerce Avenue, Suite B-233
Sebring, Florida 33870

Re: Peace River Center 2021-2022 Funding Request

Dear Mr. Nitz:

Peace River Center is requesting funding from Highlands County in the amount of **\$185,400** for the upcoming **2021-2022** fiscal year in support of our Crisis and Restoration Services and our Safehouse. This amount is consistent to our previous year's request.

- We ask that you commit **\$120,400** to assist in operating PRC's Crisis and Restoration Services.
- We ask that you commit **\$ 30,000** for continued partial support of Peace River Center's Safehouse.
- We ask that you commit **\$ 35,000** for continued support of the provision of Outpatient Therapy services to unfunded residents of Highlands County.

Your partnership in funding critical mental health services, and to support survivors of domestic violence positively impacts and strengthens our communities.

Because of this partnership, we continue to provide access points for community mental health treatment at the Lake Placid Department of Health and the Avon Park office of Central Florida Health Care. The need for outpatient services to uninsured and underinsured Highlands County residents continues to increase. In addition to providing services in FY 2021-2022, Peace River Center plans to offer free Mental Health First Aid courses to public safety employees and residents of Highlands County. This funding was made possible by a grant from the Florida Blue Foundation.

We do request the opportunity to meet with Budget Staff and the County Commission to discuss the evolving community need and any funding opportunities available.

As always, Peace River Center appreciates the continuing support of Highlands County. If I can provide any further information, please feel free to contact me at (863) 519-0575, Extension 6005.

Respectfully,

David Tournade
Chief Financial Officer



P.O. Box 1559, Bartow, FL 33831-1559 • Phone 863.519.0575 • Fax 863.519.0728
www.peacerivercenter.org
Serving Hardee, Highlands and Polk Counties since 1948



HIGHLANDS COUNTY IMPACT

MISSION:

Our mission is to engage, restore, and empower individuals in our community to reach their fullest potential.

Value of Services/Charges for Highlands County

\$1,724,875*

*Value of treatment does not include clients seen by Domestic Violence or Rape Recovery Staff

247

Total Individuals Served by CSU

CRISIS STABILIZATION UNIT (CSU)



111

Adults CSU Admissions



136

Youth CSU Admissions

557

Total Individuals Served by Outpatient Therapy

OUTPATIENT THERAPY



325

Adult Outpatient Therapy Clients



232

Youth Outpatient Therapy Clients

ADDITIONAL SERVICES



413

Behavioral Health Services Provided to Children, Adolescents, and Their Families



288

Crisis Response Team Call/Assessments



294

Clients Receiving Medication Management Services and Psychiatric Assessments



8,963

Total Services Provided by Victim Services

PRC Highlands Crisis Lines

Rape Recovery Program 24-Hour Crisis Line: 863.413.2707
Toll-free 24-Hour Crisis Line: 877.688.5077

Domestic Violence (DV) 24-Hour Crisis Line: 863.386.1167
DV Outreach Line: 863.386.1167

Crisis Response Team Sebring Office
400 S Eucalyptus St
Sebring, FL 33870
863.519.3744

PRC Highlands County Locations

Avon Park
950 CR 17A W
Avon Park, FL 33825

Lake Placid
Florida Department of Health
106 North Main Ave
Lake Placid, FL 33852

Sebring
Florida Department of Health
7205 S. George Blvd
Sebring, FL 33876

Sebring Domestic Violence Shelter
*Confidential Location

Sebring Victim Services Office
1570 Lakeview Dr
Sebring, FL 33870
863.604.4774

Data from FY20. Graphics from www.vecleezy.com. Rev. 03/2021

Highlands County
Expenditures By Cost Center - Detail 1 Year
Center: 5225 NON-PROFIT COMMUNITY AGENCIES

Fund	Account	Proj/Acct	Title	2020 - 2021 Budget	2020 - 2021 Actuals	Current EOY Projection	2021 - 2022 Request	Variance
005	53400	56900	CONTRACTUAL SERVICES (PEACE RIVER'S SAFE HOUSE)	\$30,600	\$22,950	\$0	\$30,000	(2.0%)
							\$30,000	
Non Personal Expenditures				\$30,600	\$22,950	\$0	\$30,000	(2.0%)
Center: 5225 NON-PROFIT COMMUNITY AGENCIES				\$30,600	\$22,950	\$0	\$30,000	(2.0%)

Exhibit "B"

COMPENSATION

The COUNTY agrees to pay the CONTRACTOR THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00) for providing the services described in Exhibit A for support of the domestic violence safe house (CONTRACTOR'S Request for Funding). The COUNTY will release the funds on a monthly basis. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the effective date of the contract or for any expenditure or amount in excess of the amount stated in this paragraph.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator
Meghan DiGiacomo, Executive Manager of Business & Economic Development

SUBJECT/TITLE: Request approval of letters of support from both the Highlands County Board of County Commissioners and Highlands County Economic Development for the Sebring Regional Airport Authority as they apply for a federal grant application with the Economic Development Administration (EDA).

STATEMENT OF ISSUE

In conjunction with the county's federal grant consultants, Merchant McIntyre, the Legislative Affairs & Grants Coordinator has been working with the County's directors and division staff to locate and match federal grants that can directly assist our county to meet our goals and prosper. A federal economic development grant, which was funded through the American Rescue Plan, has recently opened for applications.

Three major economic development projects (one from each municipality) was brought to the table by the County's Development Services department, and the consultants felt that the highest probability of federal award was the project located at the Sebring Regional Airport. The primary reason for this decision was the short deadline for submission and the importance of choosing a project that was "shelf ready" with preliminary engineering complete.

Sebring Regional Airport Authority seeks to leverage EDA funding to further develop the Multimodal Logistics Center (MLC) located on the property of the Sebring Regional Airport. The airport is a hub of entrepreneurship, small business development, and employment retention/growth, continuing the positive trend of providing opportunities for community-based and sustainable economic growth.

With funding from the EDA, Highlands County and the Sebring Regional Airport Authority will be able to provide necessary stormwater drainage improvements to maintain the MLC's position as an economic activity hub for Highlands County and surrounding rural communities. EDA funding support is requested for all activities, including drainage structures, site restoration, and erosion control.

The total project cost is \$2,298,900. The EDA grant request is \$1,839,120, the applicant will be the Sebring Airport Authority, and the Sebring Airport Community Redevelopment Agency will provide the 80/20 cash match in the amount of \$459,780 (20% of the total project cost).

Though the county does not have a fiscal responsibility in this project, the citizens stand with much to gain on an economic development standpoint, where hardening our infrastructure at any area of logistical importance such as an airport serves to improve the community as a whole.

Therefore, we respectfully ask that the commissioners and the Economic Development office stand behind this grant application with full support with these proposed letters.

RECOMMENDED ACTION

Request approval of letters of support from both the Highlands County Board of County Commissioners and Highlands County Economic Development for the Sebring Regional Airport Authority as they apply for a federal grant application with the Economic Development Administration (EDA).

FISCAL IMPACT

No fiscal impact to the County, as the Airport is fiscally responsible for any grant matches that are required.

Attachments: [EDA Letter of Support_Highlands County Board of County Commissioners.SGS.pdf](#)
[EDA Letter of Support_Highlands County Economic Development.SGS.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

November 22, 2021

Mr. Greg Vaday
Florida Economic Development Representative
401 West Peachtree Street, NW, Suite 1820
Atlanta, GA 30308-3510

RE: EDA Grant Application Sebring Multimodal Logistics Center and Business Park Stormwater Drainage Improvement

Dear Mr. Vaday:

On behalf of the Sebring Regional Airport and the Sebring Regional Airport Community Redevelopment Agency (CRA), the Highlands County Board of County Commissioners is proud to recommend this project for your consideration.

The Sebring Multimodal Logistics Center and Business Park Stormwater Drainage Improvement project will address critical infrastructure improvements needed to increase the Center's ability to create jobs and maintain status as a robust player in regional economic development. As stewards of this County, invested in crafting and implementing policies to protect the health, welfare, safety, and quality of life of its residents, it is our belief that this improvement will directly lead to a stronger and more secure base of operations for regional businesses, travel, and supply chain logistics.

With support from the Central Florida Regional Planning Council (CFRPC), the Sebring Multimodal Logistics Center is a Key Investment Area as identified in the Central Florida Region's Comprehensive Economic Development Strategy (CEDS) and continues to be a vital employment center for the Region's long-term growth and economic health.

The Project will address much needed infrastructure improvements to continue to move the investment area and the target cluster industry forward. The Multimodal Logistics Center and its continued development is important to creating resilient jobs for the region both in the short and long term.

We are fully supportive of this application. Thank you for your time and consideration of this proposal.

Sincerely,

Kathleen G. Rapp
Chairwoman
Highlands County Board of County Commissioners



December 7, 2021

Mr. Greg Vaday
Florida Economic Development Representative
401 West Peachtree Street, NW, Suite 1820
Atlanta, GA 30308-3510

RE: EDA Grant Application Sebring Multimodal Logistics Center and Business Park Stormwater Drainage Improvement

Dear Mr. Vaday:

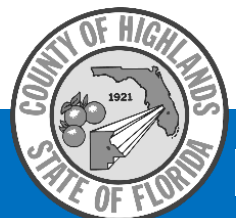
On behalf of the Sebring Regional Airport and the Sebring Regional Airport Community Redevelopment Agency (CRA), Highlands County Economic Development (HCED) is proud to recommend this project for your consideration.

The Sebring Multimodal Logistics Center and Business Park Stormwater Drainage Improvement project will address critical infrastructure improvements needed to increase the Center's ability to create jobs and maintain status as a robust player in regional economic development. This improvement will directly lead to a stronger and more secure base of operations for regional businesses, travel, and supply chain logistics.

HCED's mission is a coordinated approach to leveraging Highlands County's assets and resources, as well as the strengths of its stakeholder partners, to facilitate the expansion, development and attraction of businesses and associated job creation to position the economy for positive, smart, strategic, sustained growth, raising the quality of living for all in the County. HCED is the sole economic development organization in the County and is the economic development representative for all three municipalities: Avon Park, Sebring and Lake Placid. Economic retention and growth benefits the entire County, no matter where it lies in the jurisdiction.

The Sebring Multimodal Logistics Center and Business Park (Center) is one of the few shovel-ready industrial parks for new businesses, existing businesses and expanding businesses within Highlands County. The Center has a strong history of being business-minded and proactive in the investment of and improvement to infrastructure. This Project benefits the Center and the community through retention and addition of highly skilled, high wage jobs. The presence of the existing and new industry will aid in the competitiveness of the community overall and will build a more robust talent pool and provide opportunities for our current workforce and our student pipeline. This Project is in line with HCED's daily goals for the growth, economic diversification, and prosperity of Highlands County, its municipalities, businesses, and residents.

With support from the Central Florida Regional Planning Council (CFRPC), the Sebring Multimodal Logistics Center is a Key Investment Area as identified in the Central Florida Region's



Comprehensive Economic Development Strategy (CEDS) and continues to be a vital employment center for the Region's long term

Finally, this Project will address much needed infrastructure improvements to continue moving the investment area and the target cluster industry forward.

We are fully supportive of this application. Thank you for your time and consideration of this proposal.

Sincerely,



Meghan DiGiacomo
Executive Manager of Business and Economic Development
Highlands County Economic Development

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator
Leah Sauls, Development Services

SUBJECT/TITLE: Request approval of the Resolution for a federal grant application with the Economic Development Administration (EDA) to support the Tourist Development Council's goals for 1) a county-wide recreation outdoor facility and recreation plan and 2) a post-COVID strategic plan for tourism development in the combined amount of \$100,000.

STATEMENT OF ISSUE

Highlands County's Tourist Development Council (TDC), seeks to leverage EDA funding to develop a county-wide outdoor facility and recreation plan. Due to an influx of visitors from urban areas in Florida, there is a need for a regional resource for outdoor recreation (both passive and active recreation) facilities that serve as attractions for Floridians from throughout the State. The investment of the EDA will identify strategic opportunities and a plan for development for improvements at parks and recreation facilities. With improved facilities and increased regional travel to Highlands County for recreational activity, improvements can lead to increased opportunities for tourism, hospitality and service industry employment.

With EDA funding, Highlands County will be able to provide the necessary long-term planning and resilience for facilities geared towards an increase in the number of tourists visiting Highlands County for convenient and meaningful recreational activity. EDA funding support is requested for a county-wide plan to identify areas of improvement, opportunities for recreational development, and provide an impartial assessment of the best use for recreational facilities and land. As COVID-19 has emphasized, families both young and old are looking to diversify where time and money are spent, moving away from indoor facilities, and opting for outdoor recreational opportunities. In central Florida, those outdoor resources must meet the requisite demand of quality, safety, and accessibility.

The total project cost is \$100,000. The EDA request is \$80,000 and the Highlands County Tourist Development Council (TDC) will provide a cash match in the amount of \$20,000, consistent with the EDA grant's 80/20 match requirement. The TDC will further assume responsibility for any additional costs associated with the EDA scope of work. The tasks to be undertaken/items to be funded are:

Highlands County Planning Tools:

- Creation of a County-Wide, Destination Master Plan for Outdoor Recreation and Facilities for Pandemic Recovery \$50,000 (\$40,000 Federal // \$10,000 Match)
- Highlands County TDC Strategic Plan for Pandemic Recovery. \$50,000 (\$40,000 Federal // \$10,000 Match)

RECOMMENDED ACTION

Approve the Resolution for a federal grant application with the Economic Development Administration (EDA) to support the Highlands County Tourist Development Council's goals for 1) a county-wide outdoor facility and recreation plan and 2) a post-COVID strategic plan for tourism development in the combined amount of \$100,000.

FISCAL IMPACT

No fiscal impact at this time.

Attachments: [RESOLUTION EDA TDC GRANT.11.30.21.SGSclean.pdf](#)

RESOLUTION NO. 21-22-____

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION'S PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE PROGRAM GRANT FOR THE HIGHLANDS COUNTY TOURIST DEVELOPMENT COUNCIL PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DESIGNATION OF AUTHORIZED ORGANIZATIONAL REPRESENTATIVE (AOR); PROVIDING FOR COMMITMENT OF MATCHING FUNDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County is a non-charter county established under the Constitution and laws of the State of Florida, governed by the Highlands County Board of County Commissioners; and

WHEREAS, the Highlands County Tourist Development Council ("TDC") was created by Highlands County Ordinance No. 95-4, to make recommendations to the Board of County Commissioners for the effective operation of special projects, for uses of the Tourist Development Tax revenue and to perform such other duties as may be prescribed by County ordinance or resolution; and

WHEREAS, pursuant to Florida Statutes, Section 163.01, Highlands County is authorized to enter into interlocal agreements or otherwise contract or participate with the Federal Government; and

WHEREAS, the *U.S. Economic Development Administration's (EDA) Public Works and Economic Adjustment Assistance Program* (CFDA 11.307) provides federal grant funding which can be utilized to assist in development of various projects; and,

WHEREAS, at the recommendation of its TDC, Highlands County seeks to leverage EDA funding to develop a county-wide outdoor facility and recreation plan; and

WHEREAS, with improved facilities and increased regional travel to Highlands County, for recreational activity, there will be increased opportunities for tourism, hospitality, and service industry employment; and

WHEREAS, Highlands County has the financial capability to provide the required minimum non-federal match.

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. Designation of Authorized Organizational Representative (AOR).

a. The County hereby designates the County Administrator, Randy Vosburg, or a designee thereof, to be the Authorized Organizational Representative (AOR) for grants administered by the Economic Development Administration (EDA), including the Economic Adjustment Assistance program.

b. This authorization shall include the execution and submission of all grant applications as well as the execution of agreements, as reviewed and approved by the County Attorney, and to obligate funds pursuant to Section 3 herein as required by the Federal Funding Opportunity for Economic Adjustment Assistance Program.

SECTION 3. Commitment of Matching Funds.

a. The County hereby acknowledges that it has the financial capability to commit funding in the necessary amount to satisfy the non-federal match requirements.

b. The County acknowledges that the non-federal contribution is 20% of the total project cost and the estimated contribution amount of \$20,000.00 will: (i) be committed to the project for the period of performance, (ii) be available as needed, and (iii) not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of the EDA investment assistance grant agreement.

SECTION 4. 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 5. Savings Clause. All prior actions of Highlands County pertaining to the U.S. Economic Development Administration's Public Works and Economic Adjustment Assistance Program, 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 October, 2021.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen A. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Meghan DiGiacomo, Executive Manager of Business and Economic Development
Jeff King, Economic Development Manager

SUBJECT/TITLE: Request approval of the contract between Highlands County and Maris, West and Baker, Inc. for marketing services.

STATEMENT OF ISSUE

Highlands County Economic Development (HCED) solicited an RFP for Marketing Services to implement our Marketing and Communications plan using budgeted funds. The RFP review and selection process resulted in the selection of Maris, West and Baker. This agreement allows HCED the option to work with MWB for three (3) years with one three (3) year renewal option for marketing services. This allows consistency for HCED and marketing efforts without having to bid for marketing vendors every year. This partially executed agreement is for \$50,000 which is budgeted in HCED's FY 21/22 approved budget.

The RFP went through the formal process with Purchasing and was advertised on July 31, 2021, opened on September 1, 2021, evaluated on September 23, 2021 and awarded on October 6, 2021. The agreement has also been reviewed and approved by legal.

RECOMMENDED ACTION

Move to approve the contract between Highlands County and Maris, West & Baker, Inc. for marketing services.

FISCAL IMPACT

No Fiscal Impact. The \$50,000 for the agreement is included Economic Development's approved budget for 2021/2022 fiscal year. Cost Center 2810.

Attachments: [Economic Dev attachments000.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY
Purchasing Division

RECOMMENDATION FOR AWARD
21-021 RFP
Economic Development Marketing
Proposal Opening Date: September 1, 2021

	Total Score	RANK
Maris, West and Baker Inc. (d.b.a MWB)	279	1
Marketing Alliance, Inc.	249	2

Notice of Intent to Award to Maris, West and Baker Inc (DBA MWB)

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on 09/23/2021

End of protest period: 4 P.M. on 09/28/2021

Recommendation:

Recommended awarding to the highest ranked responsive and responsible proposer

This award will be from the date of the Recommendation for Award for **three (3) years**, plus the possible **extension of one, three (3) year period** in accordance with the solicitation documents and with the approval as required by the Board approved Purchasing Manual.

Lori K. DeLoach Digitally signed by Lori K. DeLoach
Date: 2021.10.06 17:30:47 -04'00'

for Christine Davis, Purchasing Manager Date

Meghan DiGiacomo 10/01/2021

Meghan DiGiacomo Date
Executive Manager of Business & Economic
Development

Recommendation approved by:

Randy Vosburg Digitally signed by Randy Vosburg
Date: 2021.10.06 18:04:23 -04'00'

Randy Vosburg, County Administrator Date

This is not a notice to proceed.

CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Highlands County Solicitation Number 20-021 RFP Economic Development Marketing

Solicitation No.: 20-021 RFP
Project Title: Economic Development Marketing
Procurement Analyst: Lori DeLoach
Start Date: 10/06/2021
Expiration Date: 10/05/2024
Board Date: TBD 12/07/2021
Agenda No.:
Term: 3 years from Recommended Award
Renewal Options: 1, 3-yr period
Vendor No.:
Awarded Vendor: Maris, West & Baker Inc (dba MWB)
Contact Person: Tim Mask President/CEO, Chairman
Phone No.: 601 951 0963
Fax No.:
Cell Phone/Pager No.:
Email Address: tim.mask@mwb.com
Local Business Tax No.: n/a
Local Vendor Preference Used: no
Award Amount or details: TBD negotiation by Dept.

Notes:
Advertised: 07/31/2021 Opened: 09/01/2021
Evaluation: 09/23/2021 Award: 10/06/2021

Board Approved Motion(s):

AGREEMENT

THIS AGREEMENT is 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 the "COUNTY", and MARIS, WEST & BAKER, INC., 18 Northtown Drive, Jackson, Mississippi, 39211; FEIN Number 64-0501262, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Economic Development Marketing Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-021; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-021; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one additional period of three (3) years.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

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

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

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

1. AUTOMOBILE:

- a. Combined Single Limit: \$300,000 per accident,

OR

- b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 17. SCRUTINIZED COMPANIES AGREEMENT
TERMINATION CLAUSE.**

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Florida Statutes, Section 287.135, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

SECTION 18. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 19. INDEMNIFICATION.

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

SECTION 20. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 21. BINDING EFFECT.

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

SECTION 22. ASSIGNMENT.

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

SECTION 23. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 24. 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 25. NOTICE.

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Maris, West & Baker, Inc.
Attn: Mr. Tim Mask
18 Northtown Drive
Jackson, Mississippi 39211

SECTION 26. 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 27. 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 28. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 29. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 30. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 31. JOINT AUTHORSHIP.

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

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 33. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business

hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 35. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 8 day of November, 2021.

CONTRACTOR MARIS, WEST & BAKER, INC.

By: Tim Mask

Print: Tim Mask

Title: President/CEO

STATE OF Mississippi
COUNTY OF Andros

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tim Mask, as President/CEO of Maris, West & Baker, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced (personally known. DL# on file) as identification, and who did/did not take an oath this 8 day of November, 2021.



Erica J. Robinson Sither
NOTARY PUBLIC, State of Florida Mississippi

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY

Kathleen G. Rapp, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"
Scope of Services

As incorporated from Request for Proposal 21-021

SECTION 3. SPECIAL CONDITIONS

1. Term

The County's agreement(s) with the selected firm(s) will be for Economic Development Marketing services. The initial agreement shall be **three (3) years** from date of Notice of Recommended Award with the option to **renew for one (1) three (3) year period** unless otherwise terminated in accordance with the agreement. Any agreement executed, prior to the term expiration stated above, shall be in effect until project completion.

SECTION 4. SCOPE OF WORK

1. Summary:

- 1.1. Support and develop the Highlands County Economic Development brand by promoting the county's assets to position it as an ideal location for business expansion, retention, formation and site selection. We have established a base of collateral that includes videography of industry and interviews with key players in Highlands County, industry specific infographics, a digital photo library, some native content, and digital ads.
- 1.2. The firm will continue the implementation of our Marketing and Communications Plan. Provide proactive outreach using a digital media campaign through social media, targeted ad displays, remarketing display ads, and other options using location and industry ad placements. The proposal is to include costs for services (hourly and total), ad placements, other outreach ideas, deliverables, and a timeline for each of these items. Highlands County Economic Development has completed the following projects:
 - Strategic Plan
 - Marketing & Communications Plan
- 1.3. The focus will be to attract new business and industry to Highlands County that; enhance and add high quality, high wage jobs, maximize economic impact, utilize local facilities, and that promote the image of Highlands County as a destination for our target industries: Aviation & Aerospace, Value-Added Agriculture, Logistics & Distribution, Manufacturing & Processing, Healthcare & Life Sciences.

2. Services:

- 2.1. In the broadest sense, the role of the firm is to work closely with the Economic Development Department to represent Highlands County in the marketplace included by not limited to the following:
 - 2.1.1. Market for a digital media campaign for social media and select target markets.
 - 2.1.2. Evaluate and make recommendations whether to pursue and renew marketing options.

- 2.1.3. Communicate the assets of the county, including infrastructure, transportation, workforce, training, education, proximity to key markets, target industries, business successes/testimonials, supportive business climate, and quality of life (i.e. health care, housing, entertainment, cuisine, culture, etc.).
- 2.1.4. Create new, owned and operated collateral.
- 2.1.5. Advocate for the strategic development of infrastructure in Highlands County.
- 2.1.6. Geofencing of large events such as the 12 Hours of Sebring, with follow up marketing to attendees Coordinate and execute marketing of Highlands County as a business destination which includes website and social media presence.
- 2.1.7. Prepare a report quarterly, at a minimum, showing marketing efforts to the Highlands County Economic Development.
- 2.2. Immediate Goals
 - 2.2.1. Review Economic Development marketing opportunities, current and potential for the future.
 - 2.2.2. Support current staff in marketing and business development.
- 2.3. Long Term Goals
 - 2.3.1. Develop or refine and expand economic development marketing campaign and collateral.
 - 2.3.2. Identify specific target market development opportunities.
 - 2.3.3. Show results from agency's activities via growth in measurables (economic impact, marketing effectiveness & reach, impressions, geofencing results, etc.) each year of the contract.
 - 2.3.4. Continue to develop collateral, infographics, and ads each subsequent year as the market dictates.
- 2.4. The County reserves the right to remove, change or add additional scope of services, as needed.
- 3. **CONTRACT MANAGER:** This project is managed for the County by Highlands County Economic Development.
- 4. **COMMENCEMENT OF WORK:** Work shall commence after execution of a contract by the County and Firm and delivery of a Purchase Order by the County.
- 5. **CHANGE ORDER(S):** The Firm shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Firm.
 - 5.1. The County reserves the right to negotiate changes, as needed, in accordance with the board approved budget.
 - 5.2. When necessary, create additional collateral, content, and ads additional time may be necessary.

- 5.3. Mileage and travel expense to and from Highlands County in performance of this scope of work is to be considered a cost of doing business included in the flat monthly fee.
- 5.4. The Firm shall obtain approval from the County, in writing, prior to making any expenditures not included in the flat monthly fee. Reimbursement will be at cost with no mark-up.

6. INVOICING / COMPENSATION:

- 6.1. Firm shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory.
- 6.2. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
- 6.3. The Firm's monthly invoice shall include the Purchase Order Number, a detailed identification of the services performed, location, if applicable, and the day the services were performed or completed. The monthly invoice shall also include documentation for pre-approved reimbursable costs, if any, incurred by the firm during the period covered by the invoice.
- 6.4. In addition to the invoices submitted, the Firm shall prepare a quarterly report showing sports marketing and sales efforts to Highlands County Economic Development.

7. FAILURE TO PERFORM:

- 7.1. The Firm shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order.
- 7.2. Failure to satisfactorily complete the work as scheduled may result in written notice to the Firm terminating its right to proceed as to the whole or any part of the contract.
- 7.3. Should the Firm be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Firm has agreed, and the County is forced to complete the work with a different Firm, the difference in the Proposal price of the services and the price paid the new Firm to complete the work shall be charged to and paid for by the Firm.
- 7.4. Firm shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Firm notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Firm fails to comply with any of the provisions of this RFP or of the contract.

-END OF SECTION-

Exhibit "B"
Pricing Schedule

As further defined in Tab 4 of RFP21-021 Proposal submission.			
Fixed Blended Rate for items identified in Exhibit "A"		\$140.00	hourly
Travel – in accordance with Highlands County Travel Policy		0%	Mark-up
Media Billing (Commission)		10%	Mark-up
Media planning, placement and reporting		Included	No charge
Annual expenses not to exceed Highlands County Board approved budget			
FY22 Breakdown			
Media campaign placement	10 events	\$3,200	\$32,000.00
Campaign Concept Development			\$ 5,500.00
Direct Mail/Flyer			\$ 3,000.00
Video Editing (using a combination of on-hand videography, animation/effects and stock photography. Create 5 short social videos			\$ 9,500.00
	FY222 Total		\$50,000.00
Invoices are to provide defined measurable results and/or deliverable in accordance with completion (or percentage completed) of each task.			

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant

SUBJECT/TITLE: Request approval of a New Event Tourist Development Tax Grant in the amount of \$7,500.00 for 2022 for the Citrus Golf Trail Open Women's Invitational

STATEMENT OF ISSUE

The Tourist Development Council on October 28, 2021, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC in the amount up to \$7,500.00 for the Citrus Golf Trail Open Women's Invitational to cover eligible costs associated with out-of-County advertising, promotional items, event fees, and any approved reimbursable items under the New Event Grant contract guidelines for the Citrus Golf Trail Open.

RECOMMENDED ACTION

Move to approve the New Event Tourist Development Tax Grant in the amount up to \$7,500.00 for 2022 for the Citrus Golf Trail Open Women's Invitational.

FISCAL IMPACT

This approval will allocate up to \$7,500.00 total in fiscal year 2021-2022 from Fund 152 (Tourist Development Trust). This Agreement will be adopted in the Fiscal Year 21/22 Adopted budget in cost center 5305 (Tourist Dev-Marketing and Promotion), and account 53400 (Contractual Services).

Attachments: [20211104103615841.pdf](#)
[10.28.2021 Draft TDC Minutes.docx](#)
[CGT Womens appl.pdf](#)

**HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT**

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
 ADDRESS: 1630 EMERSON ST. JACKSONVILLE, FL 32207
 EIN NO: 83-1228981

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to Airstream Ventures, LLC., as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.
2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until February 28, 2022.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Seven Thousand Five Hundred Dollars (\$7500.00) in 2022 for the Citrus Golf Trail Ladies Invitational, with no room verifications required, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.
2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2019.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.
2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.
4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.
5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.
6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.
7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.
8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.
9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct

from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.
12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.
13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In

addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

- A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCRecords@highlandsfl.gov

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

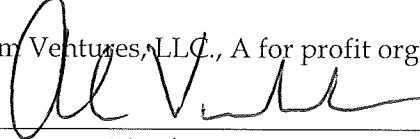
Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

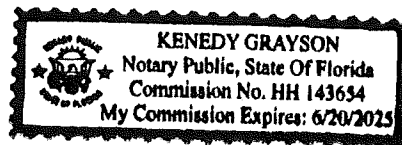
DATED this 4th day of November 2021.

Airstream Ventures, LLC., A for profit organization.

By: 
Alan Verlander, President

ATTEST:

By: Kenedy Grayson
K. Grayson, Secretary



HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

By: _____
 Scott Kirouac, Chairman

By: _____
 Jerome Kaszubowski, Clerk



**Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
October 28, 2021 @ 8:15 a.m.**

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Mark Stewart
Christine Hatfield
Cindy Garren
Bill Brantley
Diane Rydecki

Council Members Absent:

John Story
Vicki Pontius

Maria Sutherland
Commissioner Chris Campbell

Also, Present:

Uli & Lidia Fluhme, GFNY Florida Sebring
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Assistant
Alan Verlander, Airstream Ventures, LLC
Barry Milligan, Airstream Ventures, LLC
Tenille Drury-Smith, Sebring Chamber of Commerce
Paige Lavelle, Sebring Chamber of Commerce
Gaylin Thomas, Heartland Cultural Alliance

Christine Hatfield and Karen Disalvo established that a quorum was present, and the meeting was properly noticed.

2. Acceptance of TDC Meeting Minutes of August 19, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of August 19, 2021. Mr. Stewart made a motion, seconded by Ms. Garren to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending August 2021, which makes a total up to date of \$734,000.

There was no Office Report.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt awarded 2021 Tourism Award For Sports Champions category to Lidia and Uli Fluhme from GFNY Florida Sebring . Mr. Fluhme thanked the Council for the recognition.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. Ms Hartt has received Grant income from the FL Sports Foundation to total \$47,598. Ms. Hartt noted that collections for August and September are still not in yet, so she will present final budget recommendations at the January 2022 TDC meeting. Ms. Garren asked where future marketing funds should be targeted, and Ms. Hartt replied in the Advertising budget since it was significantly reduced for this year to allow for more event funding.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder to 2021 and into 2022. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event will be to everyone in Highlands County.

6. Items for Voting

A. Sebring Soda Festival Grant

Ms. Drury-Smith from the Greater Sebring Chamber of Commerce requested \$12,500 for entertainment and out-of-county marketing for the Sebring Soda Festival. The 2022 event will have an additional/third day to bring in more participants.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the grant for \$12,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Citrus Golf Trail Ladies Invitational Grant for December 2021

Mr. Verlander from Airstream Ventures requested \$7,500 for rental fees, promotional items, and digital marketing outside Highlands County for the 2021 Citrus Golf Trail Ladies Invitational.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the grant for \$7,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

C. Multisport Festival Grant Change Request

Ms. Hartt presented the proposed changes to the Sebring Multisport Festival Applications. Mr. Childers requested the date to be changed to October 2 or 9 of 2022. He also requested that his MOT fees be eligible for grant reimbursement. TDC staff recommended funds will only be reimbursed if an MOT plan is submitted no later than 60 days before the event.

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

7. Old Business/Discussion

A. RFP Update

Ms. Sauls reported that three proposals were submitted for the TDC's Lead Marketing Consultant. The Selection Committee chose Gray Dog Publishing. After negotiations with the County Administrator, an agreement was drafted to contract with Gray Dog for up to six years with an annual review and renewal each year + 3% annual pay increase. The contract renewal will be decided upon by the County Administrator and County Commission each year. The TDC will provide input at their July/August meeting each year to the County Administrator and County Commission. The County Commission approved the current one-year contract on October 5, 2021.

C. TDT Letter

Ms. Sauls informed the TDC that the TDT is awaiting approval for the letter from the County Commission.

B. Stakeholder Meetings

Ms. Hartt informed the TDC she has attended several Stakeholder meetings and provided a list.

8. Public Input

9. Board Member Roundtable

10. Upcoming Meeting

- A. Adventure EDU Program November 4-5, 2021, Inn on the Lakes. Registration required.
- B. Agritourism Forum, TBD
- C. TDC Board Meeting January 27, 2021 @ 8:15 a.m., Government Center, Boardroom

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:26 a.m.

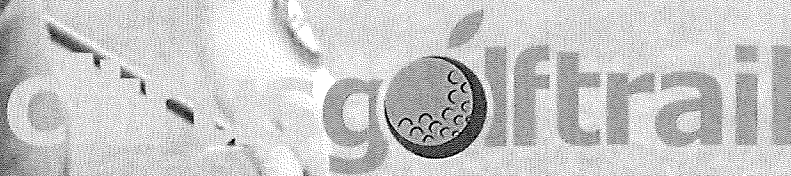
For all backup documents, please contact Highlands County Public Information Office 863-402-6500.



AVON PARK & LAKE PLACID, FL

TDC Grant Application

December 28-31, 2021



Airstream Ventures

BUSINESS . ENTERTAINMENT . SPORTS

October 8, 2021

Highlands County Tourism Development Council
Attn: Casey Hartt
501 S. Commerce Ave., Suite 3
Sebring, FL 33870

Dear Highlands County Tourism Development Council,

We are excited to present this request for New Event Grant Funding for the Citrus Golf Trail Ladies Invitational, a reboot of the old Harder Hall Ladies Invitational.

An event that started in 1956 is starting a new chapter that will return the event to its place as one of the premiere amateur women's golf events in the country. Thanks to the members of the Citrus Golf Trail, this event will rotate through the member courses each year – enabling the players to experience all the great golf we have in Highlands County.

The newness of this event is a change in facilities, hosting the first year at Sun 'N Lake, along with a new name, and new push to market the event through partnerships with Golf Genius and AmateurGolf.com. These promotional engines have us off to a great start for registrations and well on our way to a large field from across the country to participate in the event.

Enclosed is the New Event Grant Funding application and supporting documents that outline the program around the event, the marketing of the event, and the marketing of the destination through their channels and outlets.

We look forward to writing the next chapter of this historic event with you and continue its impact on Highlands County. Thank you for your consideration of this proposal.



Alan Verlander
CEO
Airstream Ventures



HIGHLANDS COUNTY TDC

NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: \$7,500

General Information

Name of Applicant: Airstream Ventures

Name of Event: Citrus Golf Trail Ladies Invitational

Contact person: Alan Verlander (Airstream Ventures)

Contact person e-mail: alan@airstreamventures.com

Complete address of Applicant: 1859 E. Adams St.; Jacksonville, FL 32202

Cell phone: 904-412-6070

Applicant's Chief Official/Tournament Director: Alan Verlander

Title: CEO

Cell phone: 904-412-6070

Email: alan@airstreamventures.com

Has Event ever received funding from the TDC? No

Amount Applicant is requesting for the Event/Project: \$ 7,500

Intended use of funds: Rental fees, promotional items, digital marketing outside of Highlands County

Details about the Applicants

Airstream Ventures is a destination sports & marketing company that serves as the sports commission for several destinations, as well as with event rights holders on finding locations for their events. Opening in 2018, the team at Airstream Ventures has more than 40 years of experience in recruiting, hosting, and creating sports and entertainments that deliver an economic impact and lasting marketing opportunities.

Known as the Value Golf Capital of America, Sebring's collection of golf courses offer value, history, outstanding service, and above all, an extraordinary experience.

Schedule of the Event

Dec. 27 – Practice round at Sun 'N Lake

Dec. 28-31 – Tournament play starting at 8:30 a.m. each morning, with closing ceremony the afternoon of Dec. 31

Event Specific Information

Event/Project name: Citrus Golf Trail Ladies Invitational

Type of event or project: women's amateur golf tournament

Dates of Event: Dec. 28-31, 2021

Location of Event: Sun 'N Lake Golf Club

Number of days: 4 Hours: 8 each day

Participant Information

Projected number of out-of-town participants: 115 Out of state: 90 In-state: 25

Projected number of spectators per day: 200 Out of state: 100 In-state: 30

Projected number of media, staff, officials: 5 Out of state: 0 In-state: 5

Is this an elimination tournament? No

What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? 300

Provide the previous year's event information, (if applicable): Inaugural year/event

Revenue	Number	Final
TDC grant		\$ 7,500
Total		\$ 7,500

Expenses !	Estimate
Player gifts	\$ 1,500
Facility rental	\$ 1,000
Golf Genius	
website marketing	\$ 2,500
AmateurGolf.com	
marketing	\$ 2,500
Total	\$ 7,500

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

AV This application is being submitted at least four months (120 days) prior to the event start.

Date of Event: Dec. 28-31, 2021

Date of Application: Oct. 29, 2021

AV I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Feb. 28, 2022 (date 60 days after event ends).

AV I will obtain the signatures of the organization's President & Secretary on the proposed grant contract. (date one week after the application is submitted to and accepted by the Tourism Office)

AV I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

AV I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

AV I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

AV I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

AV I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

AV Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

AV The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

AV Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding.

AV Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

- AV Applicant's W-9 tax form is included with the application.
- AV Applicant has included a detailed Marketing Plan for the Event.
- AV As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.
- AV Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.
- AV Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.
- AV Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

SMART Objective Worksheet

Definition	Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Specific As the Citrus Golf Trail takes over the event, the goal is to build into an event that draws players from across the country to participate in one of the premiere amateur events. To have a sold out event with 140 players in all three divisions and the potential to move some of the other divisions to CGT member facilities.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Measurable Success will be measured by two key indicators: - Number of registrations - Number of hotel room nights generated We will measure progress through social media engagement and tournament registrations.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	Achievable With a legendary tournament like the Harder Hall Ladies Invitational and a date already on the women's amateur golf schedule, the CGT Ladies Invitational is set to write the next chapter with the support of the CGT members and Airstream Ventures. Putting an emphasis on the promotion of the event and its historical significance as a springboard for the top players in the world, we are able to sell the new rotation of courses and the opportunity to test your skills against the best.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	Relevant Typically one of the anchor female golf events for Sebring, the new version of this event secures the future of the event and its continued contribution to Highlands County for years to come.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	Time-bound Since taking over the tournament in August, we have launched into the marketing campaign and push this event to receive a large number of early registrations – which gives us a strong belief that we'll be able to attract a large field to support this event.

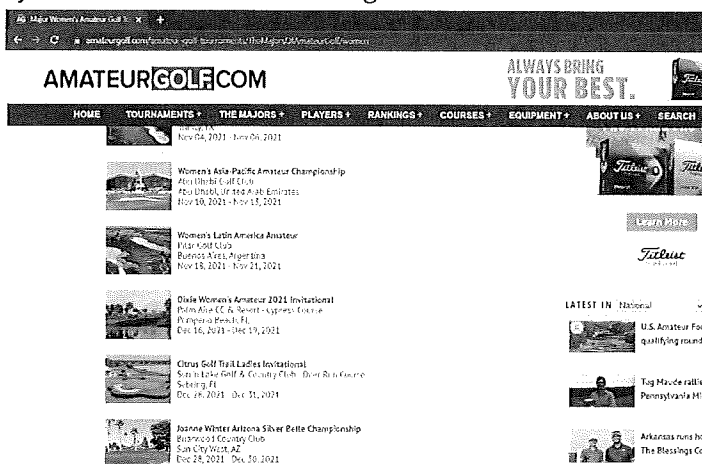
CGT Ladies Invitational Marketing Plan

REGISTRATION WEBSITE

- Launched on Sept. 8, the registration portal through Golf Genius is a one-stop shop for all the information about the tournament. This will also serve as the hub to get information out to the participants with direct emails closer to the event that cover all the things to do in Sebring when not playing in the event.

AMATEURGOLF.COM

- Thanks to the partnership with AmateurGolf.com, the CGT Ladies Invitational is labeled as one of the “majors” of women’s amateur golf.



- They will post multiple stories promoting the event, the name change, and course rotation about the event with a direct link to the registration portal – this reaches out to more than 110,000 female golfers.

SOCIAL MEDIA

- The old Harder Hall account has been changed over to the CGT Ladies Invitational and pushing out information about the event and registration on a regular basis.
- There will be a greater emphasis on social media during the event this year to further build the reputation of the event.

DIRECT E-MAIL

- Every collegiate women’s golf coach in the country has received notification about the event and will get a reminder at the end of the fall college season to remind their players of opportunities to play during the holiday break.
- Using the existing database of former players and contact through the golf world, we have a regularly scheduled weekly email to push for registrations.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Alan Verlander - Airstream Ventures

Date: 10-11-21

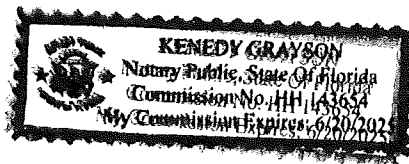
By: Alan Verlander

(Signature) Its: (Title) State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as CEO (title) of Airstream Ventures (applicant) to me well known or produced identification Drivers License (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

10/11/21
Witness my hand and seal (date) [Signature]

6/20/25
My Commission expires (date) Signature of Notary



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request the appointment of one elected official from City of Avon Park, Councilwoman Brittany McGuire, to the Tourism Development Council with a term beginning December 7, 2021 and expiring May 2, 2022.

STATEMENT OF ISSUE

City of Avon Park Councilwoman Brittany McGuire applied to the Tourism Development Council to replace the seat vacated by Maria Sutherlin.

Councilwoman McGuire submitted her application electronically and it is as follows:

Name: Brittany McGuire

Address: 497 E. Maple St. Avon Park, FL 33825

Phone: 863-443-2342

Email: bmcguire@avonpark.city

Request: Tourist Development Council

Membership Type: Regular Member

Current Employment Experience: I was recently elected to the Avon Park City Council. I own and operate Parkview Pre-K, LLC and Parkview Prep Academy in Avon Park. We have been in operation since 2008.

Previous Employment Experience: I worked for the Highlands County School Board as a teacher.

High School: Abeka Academy

College: Bachelor's degree from USF; Master's degree from American College of Edu.

Activities & Interest: Educating students has always been my biggest passion. In addition, I volunteer as a children's minister for a local church. I also enjoy traveling with my family.

Current positions on boards, committees, elected offices, law enforcement positions: Avon Park City Council; Planning and Zoning Board for Avon Park

Signature Certification: Checked indicating Electronically Signed

RECOMMENDED ACTION

Move to approve the appointment of one elected official from City of Avon Park, Councilwoman Brittany McGuire, to the Tourism Development Council with a term beginning December 7, 2021 and expiring May 2, 2022.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Letter TDC - McGuire.pdf](#)



CITY OF AVON PARK

Highlands County, Florida

November 23, 2021

Director Leah Sauls, Board of County Commissioners
Highlands County Tourist Development Council
Sebring, FL

Dear Director Sauls,

This letter acts as official notification that Councilmember Brittany McGuire was appointed to the Tourist Development Council, to fill Maria Sutherland's remaining term (expires May 2022), by the Avon Park City Council, at their regular City Council Meeting on November 8, 2021.

At the end of this remaining term, Councilmember McGuire will seek re-appointment to a full-term.

Sincerely,

Mark C. Schrader
City Manager

c: Casey W. Hartt, TDC

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request approval of the proposed Change Order for the Sebring Multisport Festival Grant Application, amending the date of the event to October 2, 2022.

STATEMENT OF ISSUE

The Tourist Development Council on October 28, 2021, at the regularly scheduled meeting, recommended to approve the Grant Application changes for Sebring Multisport Festival. The Change Order amends the date of the event to October 2, 2022 instead of May 2022.

RECOMMENDED ACTION

Move to approve the proposed Change Order for the Sebring Multisport Festival Grant Application, amending the date of the event from to October 2, 2022.

FISCAL IMPACT

No fiscal impact.

Attachments: [Integrity Multisport.Change Order1.CB.pdf](#)
[Highlands Change Order Notorized.jpg](#)
[10.28.2021 Draft TDC Minutes.docx](#)

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME: INTEGRITY MULTISPORT, INC.
ADDRESS: 16110 ALEXANDER RUN, JUPITER, FL 33478
EIN NO: 85-3034790

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and INTEGRITY MULTISPORT, INC. dated October 9, 2020, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with **Exhibit "A"** attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

Dated this 16th day of November 2021.

INTEGRITY MULTISPORT, INC.

By: _____
Print: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____ as the _____ of INTEGRITY MULTISPORT, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2021.

NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

G:\COUNTY\Tourist Development Council\Grant Contracts\TDC Contract Blank-082520.doc

EXHIBIT "A"

IV. Event Specific Information

1. Event name: Sebring Multisport Festival
2. Type of event: Sporting Event with Triathlon, Duathlon, Aquabike, and Aquathon
3. Dates of Event: 10/1/22 Setup, 10/2/22 Event & Breakdown, Same weekend in 2023
4. Location of Event: Civic Center/City Pier
5. Number of days: 2, Hours: 10/1 9a-1p Setup, 10/2 4a-1p Setup, Event, Breakdown
6. Projected number of out of town participants: 700
Out of state: 200
In-state: 500
7. Projected number of attendees per day: 1050, including spectators
8. Projected number of media, staff, officials: 30
Out of state: 5
In-state: 25
9. Event/Project promoter (if other than Applicant): same as applicant
Name of promoter:
Company name:
Contact name:
Address:
Phone:
Email:
Website: integritymultisport.com

V. Event Admission Price (if applicable) VIP spectator access \$10, racers \$99-299 depending on race and when registering

VI. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 700

VII. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? *(Please answer each question or your application will be deemed incomplete).* 1000 attendees; 90% from out of county; I get the zip code of all racers when registering; yes

VIII. Provide the previous year's event information, (if applicable): n/a, similar event in Miami had 2100+ racers

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

- RC This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 5/2/2021 10/2/2022
Date of Application: 10/9/2020 10/30/2021
- RC I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on July 1, 2021 12/1/2022 (date 60 days after event ends).
- RC I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 10/16/2020 11/7/2021 (date one week after the application is submitted to and accepted by the Tourism Office)
- RC I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.
- RC I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.
- RC I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.
- RC I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.
- RC I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.
- RC Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.
- RC Reimbursement will only be provided at a rate of \$20/verified room night.
- RC The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

RC Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding. (page 9)

RC Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

RC Applicant's W-9 tax form is included with the application.

RC Applicant has included a detailed Marketing Plan for the Event.

RC As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

RC Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

RC Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

RC Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

Authorized Agent: Robert Childers

Title: CEO Date: 10/4/20

Authorized Agent Signature: R Childers

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Robert Childers

Date: 10/9/2020

By: R Childers
(Signature)

Its:

(Title)
State: FLORIDA County: PALM BEACH

Before me this day personally appeared ROBERT CHILDERS (name) as CHIEF EXECUTIVE OFFICER (title) of INTEGRITY MULTISPORT INC (applicant) to me well known or produced identification VALID FL DRIVERS LIC (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) OCTOBER 9, 2020

My Commission expires (date) MAY 16, 2021

Signature of Notary

Pamela Minahan



Pamela Minahan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG105443
Expires 5/16/2021

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	Income Amount (or In-Kind Amount)
Registrations	\$25,000
CRA Grant	\$6,917
City of Sebring Cost Sharing	\$5,000
Visit Sebring/TDC Funding Request	\$ 26,000
TOTAL INCOME ALL SOURCES	\$ 62,917

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Officials, Security, Signage, Insurance, etc.)	Expense Amount
Advertising Expenses	\$17,000
Promotional Items	\$8,000
Facility Fees	\$1,500
Police	\$3,500
Event Staff	\$10,000
Awards	\$5,000
EMS/Lifeguards	\$4,500
Food	\$2,000
Port-o-johns	\$2,000
Entertainment	\$1,000
Race Numbers, Swim Caps	\$1,500
MOT Expenses	\$1,000
Travel Expenses	\$2,500
Officials and Sanctioning Fees	\$ 1,500
TOTAL EVENT EXPENSES	\$ 61,000
Intended Use of Tourist Development Tax Funds (provide details)	Amount
Out-of-County Advertising	\$14,000
Direct Mail, Flyers, Posters	\$3,000
Promotional Items	\$8,000
MOT Expenses	\$1,000
TOTAL TDC EXPENSES	\$ 26,000

Business Plan for Sebring Multisport Festival

Integrity Multisport Inc. will be organizing the Sebring Multisport Festival. Robert Childers is the CEO and Mercedes Childers is the CFO. Together we have over 24 years of experience organizing multisport events and have organized over 200 distinct events with over 83,500 participants served.

For 2021, we are applying to offer World Championship Qualification slots in 5 different races that are part of the overall event. The 2020 National Championship in Miami, the we founded, was cancelled for 2020, so slots are available and we are the front runner to be selected to offer them at the Sebring Multisport Festival. The 2019 version of the event in Miami had over 2100 participants, up from 500 in 2004 when we first organized the event.

The event will have its own responsive (mobile friendly) website, Facebook page, and Instagram account. We will have an intern monitor all social media and keep posting engaging content at least weekly. We will put a heavy focus on spending the weekend in Sebring and all of the other fun stuff to do there, especially when bringing the family along!

We will spend \$15,500 on approved giveaways and promotional items with the Sebring logo that will be given away at other events to promote the Sebring Multisport Festival as well as to be given away at the event to keep it top of mind so participants come back next year.

The event will also be promoted at all other Integrity Multisport hosted and partner events (20+ planned for 2020) via flyers and race announcements. Flyers will also be distributed to bike shops and running stores throughout the state and handed out at various event throughout the state as well.

The expected attendance for the first 5 years is as follows, with roughly the same # of room nights:

2021-700
2022-800
2023-900
2024-1000
2025-1100

Marketing Plan for Sebring Multisport Festival

Integrity Multisport Inc. will be organizing the Sebring Multisport Festival. Robert Childers is the CEO and Mercedes Childers is the CFO. Together we have over 24 years of experience organizing multisport events and have organized over 200 distinct events with over 83,500 participants served.

We are allocating a total of \$17,000 for marketing this event for out-of-county customers. Here is the estimated breakdown of how that money will be spent:

Digital Online Advertising - Targeted Emails: \$14,000

Print Advertising - Direct Mail: \$3,000

Our registration provider, TriRegistration.com, has an active participant list of over 97,000 multisport participants in Florida and over 100,000 out of state. The Sebring Multisport Festival will be listed as an event in all of the weekly newsletters sent to Florida customers, and will have featured emails sent to the same list directly marketing the event. We will analyze the list to determine the best participants to target with direct mail and special email campaigns. The weekly newsletter focuses on engagement and great content, to keep racers reading week after week. This was, by far, the most effective marketing that we did for last year's event.

We will do a postcard direct mail to the most active racers in the TriRegistration.com database.

The Sebring Multisport Festival has it's own website which will include SEO.

We'll focus on what makes this event different than the others that they attend, including the great location, family friendly event, new course, and variety of events.

Finally, flyers and posters will be printed and distributed to many bicycle shops and running stores throughout the state.

Multisport customers are of a very attractive demographic averaging over \$130k per year in income, 60/40 male/female ratio, 70% between 35 and 60 years old.

SMART Worksheet for Sebring Multisport Festival

Goal: To organize the Sebring Multisport Festival and please a large number of customers.

Specific:

- Accomplish - To have racers have a great time as safely as possible.
- Why - To bring joy and happiness to society.
- Desired Result - To have the event operations run smoothly from a production perspective.

Measurable:

- Quantify Success - A participant number higher than 700.
- Quantify Success - To not lose money on staging the race.
- Quantify Success - To have a low number of medical problems on the race course
- Measure Progress - We will measure progress over the course of the year leading up to the race and how our marketing and registrations are performing.

Achievable:

- Skills - Integrity Multisport owners are experts at all aspects of event preparing, marketing and production. Endurance sport events are what we do.
- Resources Needed - We seek support of Sebring and Highlands County in making the event happen, by working with us in race preparation: the venues for registration and start/finish, the race course, controlling traffic, assisting us with securing local volunteers to help us before the race, at the start line, aid stations, and at the finish line.
- Factors - Sebring and Highlands County support is critical in staging the race.
- Factors - Financial support from Visit Sebring is a critical aspect of the event budget, to help cover the marketing costs to help promote the race and draw as many participants to the race and visitors to Sebring and Highlands County.
- Effort - A first-time event is the maximum effort and usually a first-time event as the lowest attendance, so the first year event is the one that probably has a “high amount of effort” to achieve the goal of staging a successful event.

Relevant:

Yes: The larger the number of participants directly translates to a higher visitor number to Highlands County.

Time-bound:

Integrity Multisport usually seeks 5-6 months of lead time for a race. If we can go live with the event by the end of the year, it will be a perfect amount of time.

Final goal:

To have the event operate successfully for in perpetuity. We are interested in long-running events that athlete-tourists like to do year after year.

Visitor Survey for Sebring Multisport Festival

We will ask the following questions in our Visitor's Survey to participants when they pick up their race packets and the data can be linked up to their registration information:

Your last name: _____

Your zip code: _____

Hotel name: _____

Was the hotel reservation under your name: ___ Yes ___ No

Check in date: ___/___/___ Check out date: ___/___/___

Number of nights: _____

Daily spending average, on hotel, food, shopping, and services \$ _____

any other spending: \$ _____

Number of guests traveling with you: _____

Are your guests staying in ___ your room or ___ separate room(s)

how many extra rooms? _____

At the ___ same hotel as you or ___ different hotel

How would you rate your weekend experience (1-10 with 10 the best): _____

Please provide suggestions for us to make the event even better:

Special Event Emergency Response for Sebring Multisport Festival

Inclement weather: Race is rain or shine. If there is a thunderstorm that is expected to pass in the morning, we will delay the start by 2-6 hours. If there is severe weather, we will not be able to hold the event.

Security plans: The Sebring Multisport Festival is a participatory sporting event. Security officers can be used for these roles:

- Securing the transition area where participants leave their bicycles and other items.
- Securing participant only areas.

Evacuation plans:

- The Sebring Multisport Festival is held in open areas, hence we do not have a need for an evacuation, like an event in a building would.
- If a participant cannot continue their race and is on the course, each runner is provided with a Race Hotline number that they can call, which reaches the race's Command Center. We then dispatch one of our support vehicles to pick up the athlete who chooses to abandon his/her race. The runner name, phone number, location and bib number are recorded and an "open case" is created in our Command Center race log.

Traffic plans: The Sebring Multisport Festival will be working with Highlands County on coordinating any necessary road/lane closures, traffic control, and signage. We will work with County Sheriff's Department, Highways Department, and County Engineer Office to determine the best course based on traffic levels and to minimize any impact on local traffic.

Hazard identification and mitigation tactics:

- Heat: There will be frequent aid stations along the course to with water and ice.
- Energy: There will be several aid stations along the course with sports food to fuel riders.
- Command Center: course marshals and staff have the direct line to the race's Command Center to report any hazard. The Command Center team can deploy a fix.

Identified leadership roles, responsibilities, and reporting relationships:

Our team consists of various course managers (swim, bike, run, staging) who are responsible for their areas during the race. Each course manager is trained in their role extensively before race day, and can call Command in case of needing additional support, having questions or problems during the race itself.

Parking plans: The Sebring Multisport Festival will prepare a Race Guide that provides in detail concrete instructions to participants about every aspect of the race: before the race, getting to the expo,

at the expo, getting to the start, on the course, at the finish, after the race. The Race Guide for the Sebring Multisport Festival will include parking plans, as well as spectator information.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Integrity Multisport Inc	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 10152 W Indiantown Road	Requester's name and address (optional)
	6 City, state, and ZIP code Jupiter, FL 33478	
	7 List account number(s) here (optional) na	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

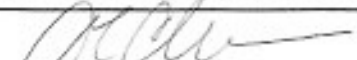
Social security number								
			-			-		
OR								
Employer identification number								
8	5		-	3	0	3	4	7 9 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 10/9/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

INTEGRITY MULTISPORT INC.

Filing Information

Document Number	P20000076450
FEI/EIN Number	NONE
Date Filed	09/22/2020
Effective Date	09/17/2020
State	FL
Status	ACTIVE

Principal Address

16110 ALEXANDER RUN
JUPITER, FL 33478

Mailing Address

16110 ALEXANDER RUN
JUPITER, FL 33478 UN

Registered Agent Name & Address

CHILDERS, ROBERT L, JR
16110 ALEXANDER RUN
JUPITER, FL 33478

Officer/Director Detail

Name & Address

Title CEO

CHILDERS, ROBERT L, JR
16110 ALEXANDER RUN
JUPITER, FL 33478

Title CFO

CHILDERS, MERCEDES M

16110 ALEXANDER RUN
JUPITER, FL 33478

Annual Reports

No Annual Reports Filed

Document Images

09/22/2020 — Domestic Profit

[View image in PDF format](#)

Florida Department of State, Division of Corporations

**Electronic Articles of Incorporation
For**

P20000076450
FILED
September 22, 2020
Sec. Of State
jafason

INTEGRITY MULTISPORT INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

INTEGRITY MULTISPORT INC.

Article II

The principal place of business address:

16110 ALEXANDER RUN
JUPITER, FL. US 33478

The mailing address of the corporation is:

16110 ALEXANDER RUN
JUPITER, FL. UN 33478

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

ROBERT L CHILDERS JR
16110 ALEXANDER RUN
JUPITER, FL. 33478

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ROBERT CHILDERS

Article VI

The name and address of the incorporator is:

ROBERT CHILDERS
16110 ALEXANDER RUN

JUPITER, FL 33478

Electronic Signature of Incorporator: ROBERT CHILDERS

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: CEO
ROBERT L CHILDERS JR
16110 ALEXANDER RUN
JUPITER, FL. 33478 US

Title: CFO
MERCEDES M CHILDERS
16110 ALEXANDER RUN
JUPITER, FL. 33478 US

Article VIII

The effective date for this corporation shall be:

09/17/2020

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT
CHANGE ORDER 1

CONTRACTOR

NAME: INTEGRITY MULTISPORT, INC.
ADDRESS: 16110 ALEXANDER RUN, JUPITER, FL 33478
EIN NO: 85-3034790

Pursuant to paragraph 6 of the General Terms and Conditions of that Contract between HIGHLANDS COUNTY and INTEGRITY MULTISPORT, INC. dated October 9, 2020, the Contract is hereby amended as follows:

Attachment A referenced in paragraph 1 of the Compensation section of the Contract is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto.

All other terms and conditions of the Contract shall remain unchanged.

Dated this 16th day of November 2021.

INTEGRITY MULTISPORT, INC.

By: RC Childers
Print: Robert Childers
Title: CEO

STATE OF FLORIDA
COUNTY OF MIAMI BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Robert Childers as the CEO of INTEGRITY MULTISPORT, INC., who personally swears or affirmed that he/she is authorized to execute this Agreement and who is personally known to me or who produced a Valid Florida Drivers License as identification, and who ~~did~~ ^{did not} take an oath this 16th day of November, 2021.

[Signature]
NOTARY PUBLIC, State of Florida



PAMELA MINNAHAN
Notary Public
State of Florida
Commission #H084528
Expires 5/15/2025

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY

ATTEST:

Scott Kirsasac, Chairman

Jerome Kaszubowski, Clerk

C:\Users\JTC\Desktop\Development\Contract\Grant Contract\2021 Contract Grant\H084528

143



**Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
October 28, 2021 @ 8:15 a.m.**

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Mark Stewart
Christine Hatfield
Cindy Garren
Bill Brantley
Diane Rydecki

Council Members Absent:

John Story
Vicki Pontius

Maria Sutherland
Commissioner Chris Campbell

Also, Present:

Uli & Lidia Fluhme, GFNY Florida Sebring
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Karen Disalvo, TDC Administrative Assistant
Alan Verlander, Airstream Ventures, LLC
Barry Milligan, Airstream Ventures, LLC
Tenille Drury-Smith, Sebring Chamber of Commerce
Paige Lavelle, Sebring Chamber of Commerce
Gaylin Thomas, Heartland Cultural Alliance

Christine Hatfield and Karen Disalvo established that a quorum was present, and the meeting was properly noticed.

2. Acceptance of TDC Meeting Minutes of August 19, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of August 19, 2021. Mr. Stewart made a motion, seconded by Ms. Garren to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hartt presented the Monthly Expenditure and Revenue Reports year to date ending August 2021, which makes a total up to date of \$734,000.

There was no Office Report.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Tourism Award Presentation

Ms. Hartt awarded 2021 Tourism Award For Sports Champions category to Lidia and Uli Fluhme from GFNY Florida Sebring . Mr. Fluhme thanked the Council for the recognition.

5. Marketing & Event Updates

A. Marketing Update

Ms. Hartt presented her quarterly marketing presentation to go over several past, present and future events. Ms Hartt has received Grant income from the FL Sports Foundation to total \$47,598. Ms. Hartt noted that collections for August and September are still not in yet, so she will present final budget recommendations at the January 2022 TDC meeting. Ms. Garren asked where future marketing funds should be targeted, and Ms. Hartt replied in the Advertising budget since it was significantly reduced for this year to allow for more event funding.

B. Sports Events Update

Mr. Verlander from Airstream Ventures provided an update on Sports Tourism Events for the remainder to 2021 and into 2022. He spoke about Spartan/Tough Mudder event in December and how noticeably impactful the event will be to everyone in Highlands County.

6. Items for Voting

A. Sebring Soda Festival Grant

Ms. Drury-Smith from the Greater Sebring Chamber of Commerce requested \$12,500 for entertainment and out-of-county marketing for the Sebring Soda Festival. The 2022 event will have an additional/third day to bring in more participants.

Ms. Garren made a motion, seconded by Ms. Rydecki, to approve the grant for \$12,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

B. Citrus Golf Trail Ladies Invitational Grant for December 2021

Mr. Verlander from Airstream Ventures requested \$7,500 for rental fees, promotional items, and digital marketing outside Highlands County for the 2021 Citrus Golf Trail Ladies Invitational.

Mr. Stewart made a motion, seconded by Mr. Brantley, to approve the grant for \$7,500 for entertainment and out-of-county marketing. Upon roll call, all Council members voted aye. The motion passed.

C. Multisport Festival Grant Change Request

Ms. Hartt presented the proposed changes to the Sebring Multisport Festival Applications. Mr. Childers requested the date to be changed to October 2 or 9 of 2022. He also requested that his MOT fees be eligible for grant reimbursement. TDC staff recommended funds will only be reimbursed if an MOT plan is submitted no later than 60 days before the event.

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

7. Old Business/Discussion

A. RFP Update

Ms. Sauls reported that three proposals were submitted for the TDC's Lead Marketing Consultant. The Selection Committee chose Gray Dog Publishing. After negotiations with the County Administrator, an agreement was drafted to contract with Gray Dog for up to six years with an annual review and renewal each year + 3% annual pay increase. The contract renewal will be decided upon by the County Administrator and County Commission each year. The TDC will provide input at their July/August meeting each year to the County Administrator and County Commission. The County Commission approved the current one-year contract on October 5, 2021.

C. TDT Letter

Ms. Sauls informed the TDC that the TDT is awaiting approval for the letter from the County Commission.

B. Stakeholder Meetings

Ms. Hartt informed the TDC she has attended several Stakeholder meetings and provided a list.

8. Public Input

9. Board Member Roundtable

10. Upcoming Meeting

- A. Adventure EDU Program November 4-5, 2021, Inn on the Lakes. Registration required.
- B. Agritourism Forum, TBD
- C. TDC Board Meeting January 27, 2021 @ 8:15 a.m., Government Center, Boardroom

11. Adjournment

Ms. Hatfield adjourned the meeting at 9:26 a.m.

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 7, 2021

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 contribute to the Mothers Against Drunk Driving Central FL. This donation is in support of the MADD 5K being hosted by the Highlands County Sheriff's Office along with the Okeechobee County Sheriff's Office. The purpose of this event is to bring attention to the death and injuries caused by those who drive while under the influence of drugs and alcohol.

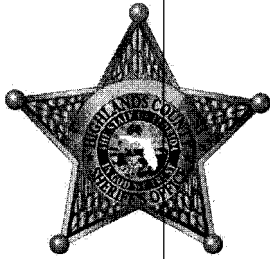
RECOMMENDED ACTION

Move to approve the expenditure of state forfeiture funds for the above listed item in the amount of \$5,000.00.

FISCAL IMPACT

This contribution will be funded through the Special Law Enforcement Trust fund, therefore, no fiscal impact to any government agency.

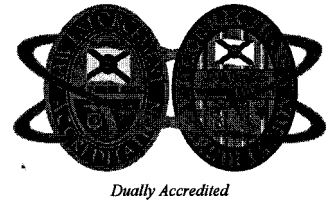
Attachments: [MADD Contribution.pdf](#)



Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org



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) ☒ 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

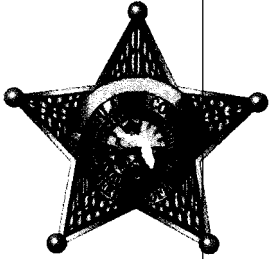
Signature: _____
Agency or Organization Representative

_____ Date

For HCSO Use Only

Approved by: _____
Sheriff or Designee

_____ Date



Highlands County Sheriff's Office

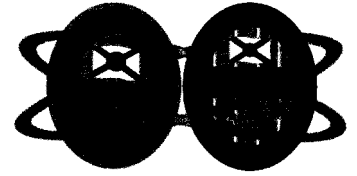
Sheriff Paul Blackman

400 S. Eucalyptus Street

Sebring, Florida 33870

863-402-7200

www.highlandssheriff.org



Dually Accredited

On December 04th, 2021 the Highlands County Sheriff's Office along with the Okeechobee County Sheriff's Office is hosting a MADD 5K run/walk at the Spring Lake Community Center. The purpose of this event is to bring attention to the death and injuries caused by those who drive while under the influence of drugs and alcohol.

The Highlands County Sheriff's Office would like to utilize \$5,000.00 from the forfeiture fund to assist in sponsoring the event.

The check should be made out to Mothers Against Drunk Driving Central Florida

Daniel P. Marquith

Executive Director

**Mothers Against Drunk Driving
Central Florida**

11954 Narcoosee Rd #2-160

Orlando, FL 32832

407.831.6233 ext. 7273

877.MADD.HELP victim support | 877.ASK.MADD

dan.marquith@madd.org | madd.org

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Sarah Albritton, Capital Project Manager
Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request consideration of Professional Services Agreement between Highlands County and Wharton-Smith, Inc. Construction Group to perform construction management at risk services for the new Lake Placid Fire/EMS Station 36; Project No. 18051.

STATEMENT OF ISSUE

On May 18, 2021, bids were received from (5) contractors for RFP 20-014, Construction Manager at Risk for Fire Rescue Facility(ies). The contractors were ranked and the number one highest score was tied between Wharton-Smith, Inc and Marmer Construction, Inc. The tie was broken in accordance with section 1, 14, with Wharton-Smith having two number one rankings on the individual score sheets and Marmer Construction having zero. The CMAR will provide design review and recommendations and a guaranteed maximum price to build the facility. The project budget of \$2,537,221.00 was budgeted in Project 18051 in FY 20-21 for the construction of a new Fire Rescue Station 36 located at 1198 US 27N, Lake Placid, FL 33852. Staff recommends that the CMAR contract be awarded to Wharton-Smith, Inc.

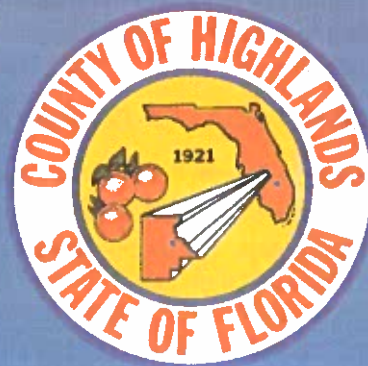
RECOMMENDED ACTION

Move to Approve Professional Services Agreement between Highlands County and Wharton-Smith, Inc Construction Group to perform construction management at risk services for the new Lake Placid Fire/EMS Station 36 Project No. 18051 in the amount of \$6,000.00.

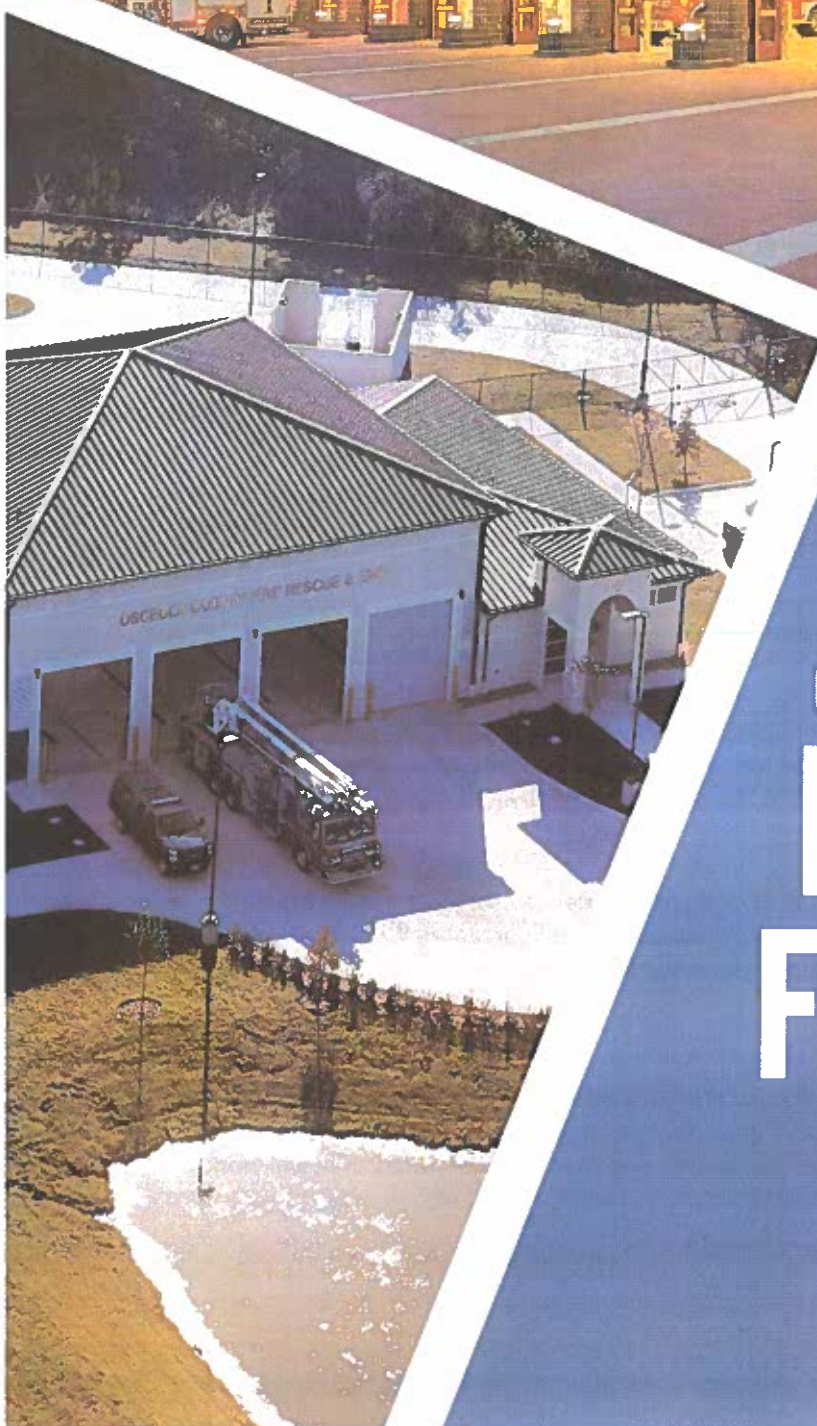
FISCAL IMPACT

The fiscal impact will be \$6,000.00 to Project 18051, however, the funding for this project has already been approved and budgeted.

Attachments: [Wharton Smith.pdf](#)



Wharton-Smith, Inc.
CONSTRUCTION GROUP



CONSTRUCTION MANAGER AT RISK FOR

FIRE RESCUE FACILITY(IES)

RFP NO: 21-014

LETTER OF INTRODUCTION

Lori DeLoach, Purchasing Analyst
Highlands County Procurement Division
600 S. Commerce Ave.
Sebring, FL 33870

May 18, 2021

Re: RFP No: 21-014 Construction Manager at Risk Fire Rescue Facility(ies)

Dear Selection Committee Members:

Wharton-Smith recognizes that a firehouse is not simply a public facility, it serves as a home to our Highlands County Firefighters. We sincerely appreciate the opportunity to present our unmatched qualifications to serve as your construction manager for the Construction Management at Risk for your Fire Rescue Facility or Facilities. Our team understands the importance and complexity of the scope and can confidently state that the planned work is extremely well suited for our team's specific firehouse expertise and experience. Upon review of our proposal, you will find the qualifications and experienced resources that sets the Wharton-Smith team apart from all others and why selecting us will bring value and many unique advantages to managing your project.

WHY WHARTON-SMITH?



FIREHOUSE EXPERIENCE—Wharton-Smith has successfully delivered 30 firehouses and public safety complexes across the state of Florida.

Our firehouse projects have ranged from satellite two-bay structures to multi-million dollar, LEED certified, state-of-the-art, multi-bay, main fire rescue facilities such as the City of Orlando's 60,000 s.f. Fire Station 1, known as "The Big House." As an added resource and advisor, our team has retired Assistant Fire Chief Charles Stravino available, who brings 30 years of understanding day-to-day station operations that we believe will be particularly useful during the programming of your firehouse. We have experience with your chosen architects, Sweet Sparkman, which assures you smooth communications and easy relationships. Our experience working with multiple architects and fire rescue departments has shown us many ways of meeting the design and construction challenges that we may encounter at firehouses. Much of our proposed staff's experience was gained while performing on-site supervisory roles on various firehouse projects. *There is truly no better, more knowledgeable team fit to make this firehouse project a complete success.*



CITY OF ORLANDO FIRE STATION #1 HEADQUARTERS



MUNICIPAL PROJECT EXPERTISE—Wharton-Smith has 37 years of experience providing quality building construction services for public and municipal clients. Approximately 90 percent of Wharton-Smith's work is for municipalities, including many landmark projects. *As builders of essential community facilities, we understand the importance of being good stewards of public funds while working closely with our clients and design team members to fulfill a community vision.*



CONSTRUCTION MANAGEMENT AT RISK EXPERIENCE—Project delivery via Construction Management at Risk (CMAR) is a strength of our team. We understand the importance of working as one team to guide the County and all the many end users associated with the design and construction process. We will work



LETTER OF INTRODUCTION

diligently to uncover the best solutions while delivering accountability, expertise, flexibility, and cost savings. *As our team members have successfully executed this process before on firehouses of similar scope and they know the personal responsibility and leadership necessary to achieve the overall goals of the County.*

We appreciate the opportunity to present our credentials and look forward to further discuss our qualifications and the value our team brings to the Construction Manager at Risk for Fire Rescue Facility(ies) for Highlands County.

Sincerely,

WHARTON-SMITH, INC.



Darin Crafton
Executive Vice President-Commercial



Gerry Kelly
Director of Operations-Southeast Florida-Commercial



OSCEOLA COUNTY BVL FIRE STATION & 65TH INFANTRY PARK

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TAB 1: EXECUTIVE SUMMARY

TAB 1: EXECUTIVE SUMMARY

a) Company name, owner, address, telephone number, fax number & email address.

Wharton-Smith, Inc.
 Gerry Kelly, Director of Operations-Southeast Florida Commercial
 125 W. Indiantown Road, Suite 201, Jupiter, FL 33458
 Cell: 561-722-9087
 Fax: 561-748-5958
 gkelly@whartonsmith.com

b) State the number of years in business.

37

c) State the number of full time employees.

650 - Company-wide

d) Volume of work during each of the last five (5) calendar years.

2019-2020: \$459,916,385

2018-2019: \$401,231,111

2017-2018: \$341,787,425

2016-2017: \$290,384,005

2015-2016: \$208,613,016



George E. Smith (left) - Chairman of the Board;
 Ronald F. Davoli (right) - President / CEO

Wharton-Smith has delivered more than 30 firehouses across the southeastern United States over the last 22 years. These have ranged from satellite one-bay structures to multi-million dollar, state-of-the-art main fire rescue facilities with LEED certification, such as the multi-bay City of Orlando's Fire Station 1 Headquarters. Having worked extensively on firehouses, we know how to support the construction efforts from a financial, preconstruction, and quality control standpoint, as well as understand key elements of unique of firehouses, such as sleeping quarters that are cool, dark, and quiet and amenities like storage, pantry storage, and refrigerators to accommodate multiple shifts.

30+
FIREHOUSES

\$125
MILLION IN
FIREHOUSES
CONSTRUCTED

22 YEARS
BUILDING
FIREHOUSES



TAB 2: APPROACH TO THE PROJECT

TAB 2: APPROACH TO PROJECT

a) Define in detail the components of job-specific preconstruction services and the responsibility of the Construction Manager for each component of this phase including budget estimating, value engineering, constructability recommendations, and master project schedule.

PRECONSTRUCTION SERVICES

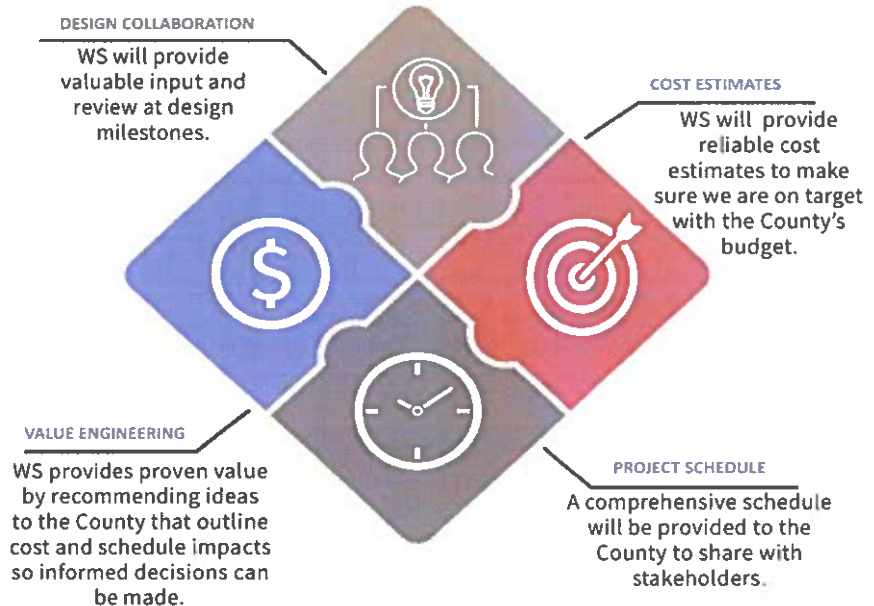
Our partnership in the design starts with the very first kickoff meetings with the designer and Highlands County. We want to listen to your needs for project scope, schedule, and budget and understand your expectations. Early meetings are also the right time to introduce us to all the hot button issues. Once your priorities are known we can focus on our core responsibilities: design development (constructability and risk mitigation), cost estimates, and the master project schedules.

VALUE ENGINEERING IS NOT THE SAME AS VALUE MANAGEMENT



The separate functions of (1) value engineering, (2) value analysis, and (3) cost benefit analysis measure value relative to cost. These methods are excellent procedures that can help determine value, but each, when employed on its own, has limitations. Our team's combination of the three procedures, called **value management**, presents owners with a powerful tool that utilizes the strengths of the whole, ultimately achieving lower costs, enhanced performance and quality, and improved end user satisfaction.

KEY TASKS



BUDGET ESTIMATING

Unlike many other construction managers, we also participate in the hard dollar bid market and have been very successful in winning many projects as the lowest responsive and qualified bidder. This gives us the advantage of knowing the true market value and understanding what items must be included in a project, even if not specifically shown on the documents. This enables our estimates to avoid gaps, overlaps, and omissions. Our Sr. Preconstruction Manager, Paul Fulks, P.E., will begin by fully understanding the project's requirements, analyzing the overall project budget, and aligning it with our construction estimates. Paul has been involved in many municipal projects and is well respected by Owners for his collaborative, value-added approach to the preconstruction process. The entire project team, including the construction management team and design team, will be engaged in the preconstruction effort. Constructability reviews will be conducted by our Project Manager Michael O'Neill and Superintendent Brad Buffington. These same key staff members will also provide phasing options, scheduling, and scope bid development as part of the initial review process. Every project is unique and requires a specific approach in order to maximize the project for the budgeted dollars that are available. It will be our job to work with the design team, not only during the design phase but also during the bidding and construction phase to maximize the best value for Highlands County.



TAB 2: APPROACH TO PROJECT MASTER PROJECT SCHEDULE

The project schedule is a living document that serves as a road map for the project team to follow to success. Identification of the critical path and other important time limitations are impossible without an updated and accurate schedule. Our team uses Primavera® P6 for computer-generated project Critical Path Method scheduling. Scheduling for this project will be performed by the following team members:

- Sr. Scheduling Manager Michael Christian
- Project Manager Michael O'Neill, E.I.T.
- Superintendent Brad Buffington

b) A detailed approach to the CM's competitive bidding for subcontractors, other costs of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.

COMPETITIVE BIDDING

The Guaranteed Maximum Price (GMP) has to be managed with a pure open-book policy. The bids that will eventually be received will serve as the building blocks of the GMP. Therefore, we prefer that the County be involved every step of the way in the bid process. Our preconstruction resources, including more than a dozen preconstruction managers and estimators, will allow us to perform the bidding services in a timely manner.

Our CMAR process is proven but would be useless without our ability to bring quality bidders to the project. We have continued to cultivate relationships with subcontractors and suppliers throughout Florida. Those relationships will benefit the County on your projects to receive better pricing and delivery schedules.



c) Owner direct purchase and sales tax savings approach to the project.

OWNER DIRECT PURCHASE

The Wharton-Smith team has been processing Owner Direct Purchase (ODP) orders for over 20 years. We have been involved for many years in administering these programs. Our experience with these programs has helped us to develop processes and procedures specifically designed to track sales tax savings throughout the duration of the project and enable us to maximize the savings to the Owner, while minimizing the learning curve and time spent in dealing with ODP programs. Once selected as your Construction Manager, we would request a meeting with Highlands County to review and agree to these procedures so that you can benefit from these tax savings.



TAB 2: APPROACH TO PROJECT

d) Approach to the management and construction of the project.

COMMUNICATION PLAN

Even in this era of technology, it is still our experience that in-person interaction is the most effective communication during all phases of the project. Your project will require a constant communication stream to swiftly identify and resolve outstanding issues and opportunities and to ensure that cost control and schedule are being maintained. In addition to the contractually required meetings, the Wharton-Smith team holds other coordination based meetings on a regular basis, and all key team members are encouraged to attend. Some of these meetings include:

Weekly schedule review are proposed weekly schedule/progress meetings to review past, current and project construction schedule process.

Subcontractor coordination meetings focus on the review of current and six-week look ahead schedules, deliveries, physical space limitations, available work areas, impacts on other subs, design intent, owner preference, etc. The County's input is valuable here.

Quality control pre-task meetings ensure conformity with the contract documents during the execution of the work, review the required level of quality, and to discuss the methods that will be utilized to achieve the aforementioned compliance and quality.

Pre-mobilization subcontractor safety meeting present jobsite specific safety rules to the subcontractors. This is an excellent opportunity for the County to outline any safety rules that may be different or in addition to those required by the Wharton-Smith team and/or OSHA.

Productivity planning system are held weekly to review the upcoming schedules, outlay production goals, identify material procurement and determine prerequisite tasks.

Weekly safety meetings are held for everyone on site. Upcoming work is discussed as well as any specific safety concerns by any party.

Our team also holds regular internal meetings with management to discuss project status. The project manager meets with the executive management team to discuss any project issues, financial obligations, safety, quality, client needs, and any outstanding issues. The executive management team will provide guidance, input, and mentorship to make the project successful.

We will keep Highlands County informed with real time information and involved during every step of the project in all aspects.

e) CM's approach to quality workmanship and contract compliance control measures.

PLANNING FOR QUALITY

QUALITY MANAGEMENT

Quality control during preconstruction begins with a thorough constructability review of the documents by our project team. Our team, which includes the preconstruction team, project managers, and superintendents, will conduct a "page flip" to review the plans and specifications sheet by sheet looking at all the details, sections, and cross references to ensure that the information provided is clear and concise. We also review the civil, mechanical, electrical, and plumbing plans to ensure that the work of these disciplines has been coordinated with the architectural plans. If we find any discrepancies between the documents, we will bring them to the attention of the design team so these issues can be clarified in the next stage of the design documents. The purpose of the constructability review is to take care of any issues prior to the bidding process and the start of construction where they may then affect both schedule and cost.



WHARTON-SMITH PRODUCTION PLANNING ROOM

TAB 2: APPROACH TO PROJECT

The Wharton-Smith project team structure ensures that a quality product is delivered and installed right the first time. Each project team member has a role and focuses on quality control at different phases of the construction delivery process. Each step is choreographed to work together to support a final installation that exceeds the quality requirements of the project. We recognize that quality work is the key to developing and maintaining long-term relationships, so our team is committed to exceeding your quality expectations on this project.

Our familiarity with local municipal policies, as well as with all regulatory compliance, and the various inspection agencies, affords us the ability to construct quickly and cost effectively—all while maintaining the highest safety and quality standards. Our familiarity with policies, procedures, and operational compliance assures you of a highly qualified construction manager with a zero-learning curve.

MBE/WBE/LABOR SURPLUS AREA FIRMS

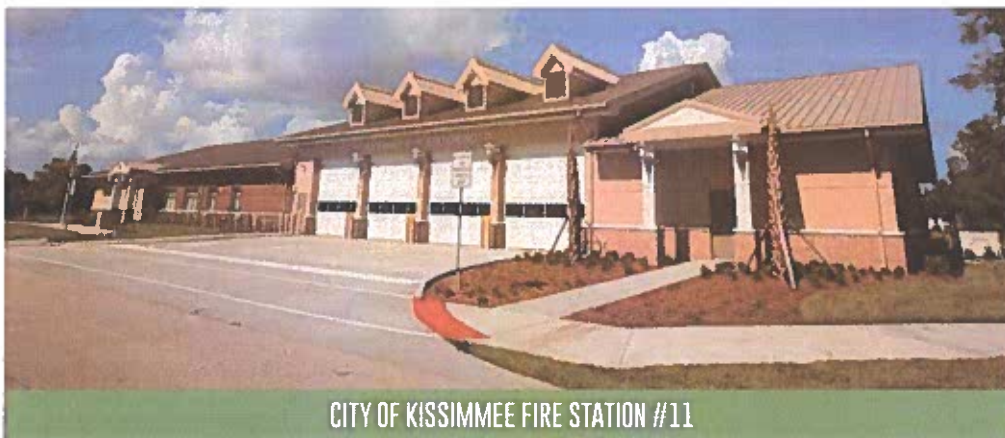
f) Define approach used to encourage the utilization of Small and Minority business enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

Wharton-Smith is not a state of Florida-certified minority business enterprise. However, we have been very successful in exceeding the M/WBE and Labor Surplus goal percentages set forth by the Owners with whom we work. This success has been achieved due to a variety of factors. The first thing we do is publish pre-bid advertisements in local publications. In addition, we have made a personal commitment to contact, both in writing and by phone, all the M/WBE and Labor Surplus subcontractors and suppliers that we have in our prequalified database. This has enabled us good coverage with M/WBE and Labor Surplus subcontractors and suppliers on previous projects. In most cases, the percentage has been achieved by using a combination of a few larger subcontractors, many smaller subcontractors and suppliers, (both through Wharton-Smith and through our subcontractors and consultants). We have not approached the M/WBE and Labor Surplus process by focusing only on larger subcontractors, but rather focusing on opportunities in all of the trades. We contract directly with M/WBE and Labor Surplus subcontractors and vendors, and we make sure that other subcontractors onsite would provide opportunities for second-tier M/WBE and Labor Surplus subcontractors and vendors. This enables us to exceed the goal by involving many different firms.

We employ a large number of minorities and women. Currently, 47% of our staff is minority or women.

3e) Provide Women or Minority Business Enterprise (W/MBE) certifications, if applicable.

N/A



CITY OF KISSIMMEE FIRE STATION #11

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



A.3. OWNER:

Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948
Travis Perdue, Project Manager
941-769-0915

A.4. COMPLETION DATE:

April 2022

A.5. PROJECT SIZE:

12,727 s.f. / 9,621 s.f.

A.6. COST OF PROJECT:

\$9,800,000

A.7. CHANGE ORDER SUMMARY:

NA

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Caryn Huff - Sr. Project Manager
Doug Whisler - Superintendent
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided preconstruction services and will provide construction management services for two Charlotte County Fire Stations. Fire Station #2: This is a new 12,727 s.f. fire station that consists of 12 bunk rooms and three apparatus bays equipped with office space, kitchen, living, fitness, and decontamination areas. This project contains fuel pumps and associated parking for Fire/EMS vehicles. This station will service Murdock Village and Westport in central Charlotte County.

Fire Station #5: This is a new 9,621 s.f. fire station that consists of eight bunk rooms and two apparatus bays equipped with kitchen, living, fitness, and decontamination areas. This station will service the residents of south Charlotte County.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



A.3. OWNER:

City of Mount Dora
1 Courthouse Square, Ste.
3100A, Kissimmee, FL 34741
Chet Cramer, Construction
Project Manager
352-901-7805

A.4. COMPLETION DATE:

October 2022

A.5. PROJECT SIZE:

9,116 s.f.

A.6. COST OF PROJECT:

\$4,500,000

A.7. CHANGE ORDER

SUMMARY:

NA

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management
of the project

A.9. PROJECT TEAM:

Logan Sleight - Project
Manager
Brad Buffington -
Superintendent
John Lyons - VP of
Preconstruction
Michael Christian, Sr.
Scheduler
Chris Gayner, Quality
Manager



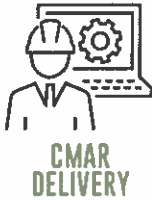
A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith is providing preconstruction services and construction management services for this station that is composed of a station house containing crew quarters for six member staff per shift and three drive through apparatus bays.

The new facility is designed to be an approximately 9,116 s.f. signature facility for the City of Mount Dora, meeting stringent survivability, functional criteria and to create civic architecture that fosters pride in the community. The floor plan promotes not only functionality and rapid response times, but also fire fighter health and safety. This facility represents the City's long-term investment in the Mount Dora community is intended to function for many years.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



A.3. OWNER:

Osceola County Board of
County Commissioners
1 Courthouse Square, Suite
3100A Kissimmee, FL 34741
Curt Diehl
407-742-0517

A.4. COMPLETION DATE:

March 2018

A.5. PROJECT SIZE:

12,456 s.f.

A.6. COST OF PROJECT:

\$5,339,792

A.7. CHANGE ORDER SUMMARY:

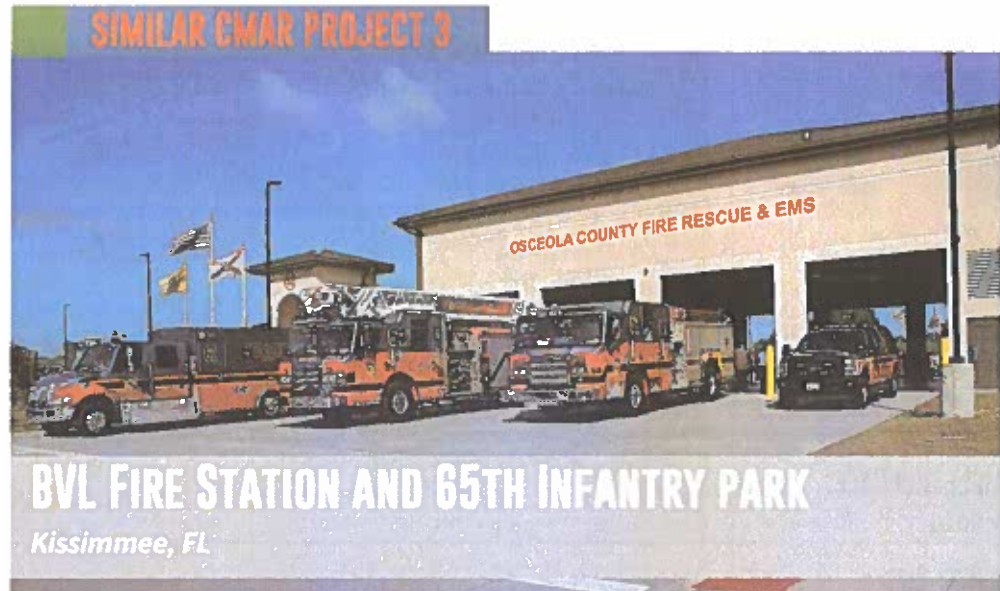
3 change orders that added
more scope to the project.

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management
of the project

A.9. PROJECT TEAM:

Vince Babb - Project
Manager
Brad Buffington -
Superintendent
John Lyons - VP of
Preconstruction
Michael Christian, Sr.
Scheduler
Chris Gayner, Quality
Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided construction management at risk services for the new BVL Fire Station and 65th Infantry Park (formerly fire station 62) Fire Station. The facility includes a four-bay fire station, living quarters, operations, and community room.

The work included associated landscaping, hardscape, underground utilities, and site work. The building has a shallow foundation, slab on grade, tilt-up concrete exterior walls, light gauge metal trusses with steel decking, and standing seam metal roof. The site work at the 65th infantry park included parking, concrete paving at the memorial courtyard, flagpoles, two new pavilions, and a restroom building.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



A.3. OWNER:

Osceola County
1 Courthouse Square, Suite
3100A Kissimmee, FL 34741
Curt Diehl
407-742-0517

A.4. COMPLETION DATE:

October 2016

A.5. PROJECT SIZE:

12,456 s.f.

A.6. COST OF PROJECT:

\$4,493,367

A.7. CHANGE ORDER

SUMMARY:

8 change orders that added more scope to the project.

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

Construction Management of the project

A.9. PROJECT TEAM:

Kevin Dean - Project Manager
Brad Buffington - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided construction management at risk services on the new Overstreet Fire Station #64 for Osceola County. Delivered as CMAR, the project included a four-bay fire rescue station with kitchen, break area, living quarters, training space, and support areas for the chief, lieutenant, and crew to support a 24-hour operational facility. Built on a 3.56-acre undeveloped site, the project has included site preparation, stormwater retention ponds, underground utility infrastructure, and new roadways.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



A.3. OWNER:

City of Tavares
201 East Main Street
Tavares, FL 32778
Richard Keith
352-516-1180

A.4. COMPLETION DATE:

December 2019

A.5. PROJECT SIZE:

38,527 s.f.

A.6. COST OF PROJECT:

\$13,686,606

A.7. CHANGE ORDER SUMMARY:

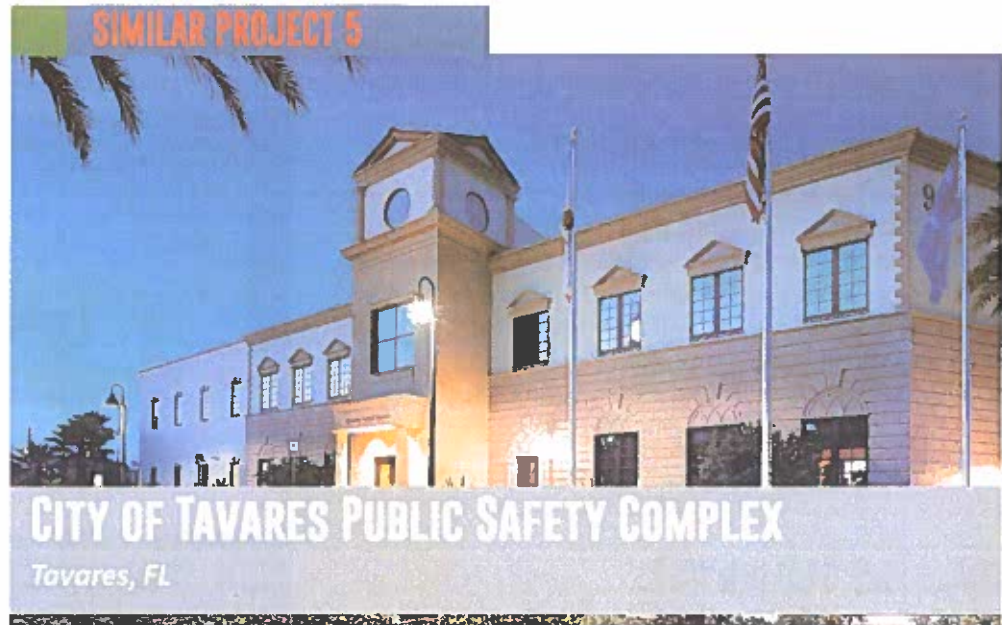
25 change orders that the Owner added more scope to the project.

A.8. WORK FOR WHICH STAFF WAS RESPONSIBLE:

General Contracting

A.9. PROJECT TEAM:

Rick Romoser - Project Manager
Matt Kugelmann - Superintendent
John Lyons - VP of Preconstruction
Michael Christian, Sr. Scheduler
Chris Gayner, Quality Manager



A.2. NATURE OF CONTRACTOR'S RESPONSIBILITY ON THE PROJECT:

Wharton-Smith provided general contracting services on the new 38,527 s.f. Public Safety Complex for the City of Tavares. This project included three separate components: a fire station, police station, and emergency operation center.

The Fire Station features four drive-through apparatus bays, a dayroom with a kitchen and dining area, and second-floor bunk and shower rooms. The police station included a sally port, fitness center, and locker rooms shared with the fire department, administration offices, patrol room, detective unit, interrogation rooms, criminal investigation lab, indoor shooting range, and evidence, and record storage. The emergency operations center included a community meeting room and a command center with overnight accommodations.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

In addition to the five projects shown on the previous pages, the following represents additional firehouse experience that we have completed over the years.

CITY OF ST. CLOUD FIRE STATION #31:

\$3.3 million; Wharton-Smith completed preconstruction and construction management services on a new fire station for the City of St. Cloud. Fire Station #31 is a 14,560 s.f., three-bay station and accommodating sleeping and living quarters for seven firefighters, plus training and administrative space. The station consists of concrete block and brick walls, roof trusses and standing seam roof structure, and includes a sprinkler system and fire alarm system.



KISSIMMEE FIRE STATION #11:

\$4.3 million; Wharton-Smith provided preconstruction and construction management services on the Fire Station #11 project for the City of Kissimmee. The station is a 16,291 s.f., four-bay station and includes a new four-lane drive through apparatus bay, space for administration, training, storage and distribution, and living quarters, as well as related site construction including roadway and parking spaces.



ORANGE COUNTY FIRE STATION #35:

\$3.3 million; Wharton-Smith provided preconstruction and construction management services for the new Orange County, Fire Station #35 project. The project included offices, living quarters, three apparatus bays, a fuel island, and related site construction, including roadway and parking spaces. The 11,000 s.f. fire station was designed and constructed for LEED Certification.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

LONGBOAT KEY FIRE STATION #91 & #92:

\$4.3 million, 19,570 s.f., Wharton-Smith provided preconstruction services on the Longboat Key Fire Station #91 & #92 project. The scope of work includes interior renovations for station #91, including kitchen, fitness space, restrooms, storage, decontamination room, and standby power. The scope of work for fire station #92 includes the new construction of station #92; a one-story, three-bay building.



CITY OF ORLANDO FIRE STATION #1 HEADQUARTERS:

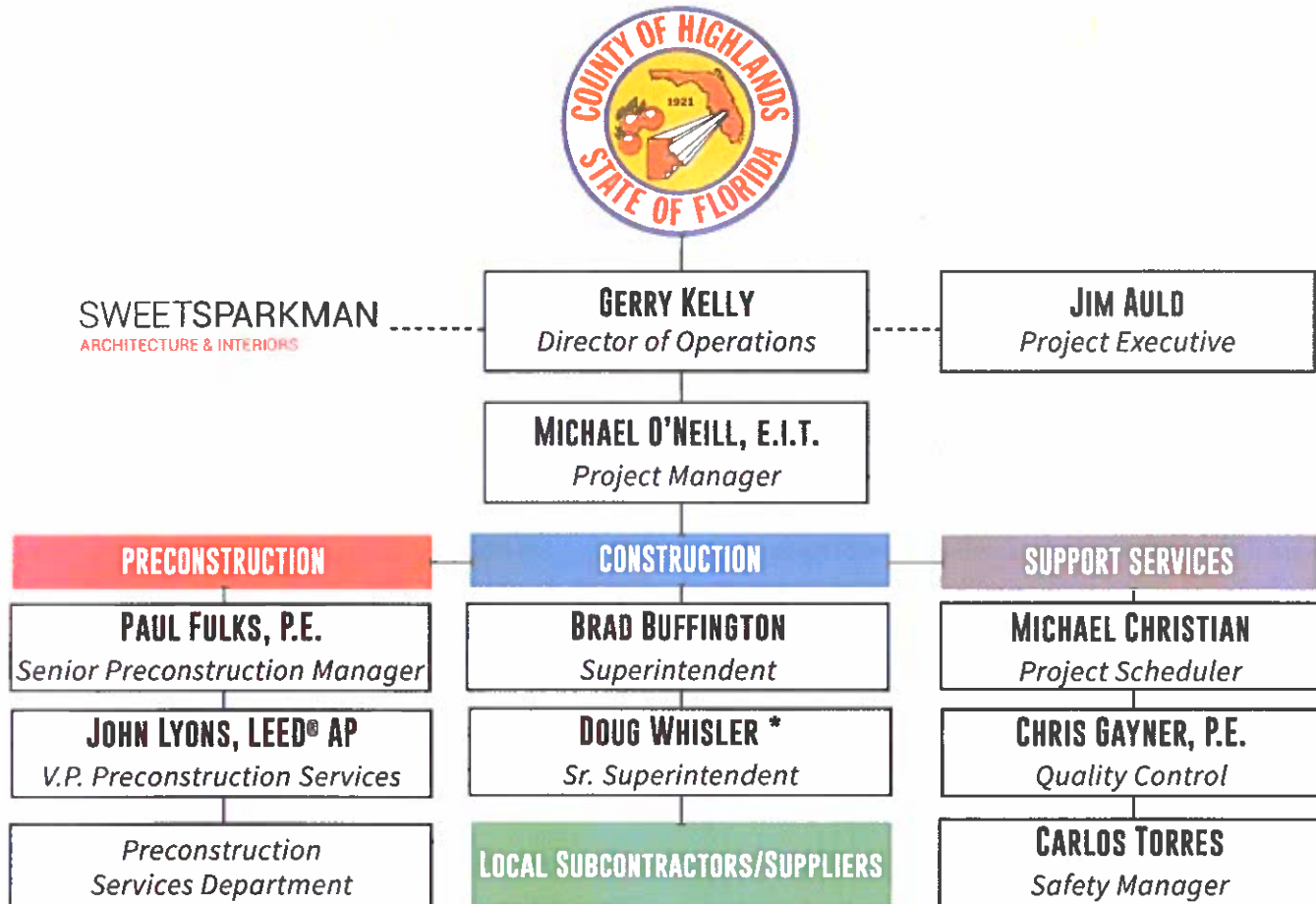
\$17.9 million, 60,000 s.f., Wharton-Smith, Inc. provided Design-Build services for the new construction of the City of Orlando's Fire Station Headquarters, located in the heart of downtown Orlando. The 60,000 s.f., 11-bay station houses 70 firefighters and includes administration space, as well as the special operations units, consisting of Arson and Bomb, Dive Team and Haz Mat. Fire Station #1 was designed and built to be energy efficient, utilizing various sustainable design and construction elements, and achieved LEED Gold Certification with the U.S. Green Building Council.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

b) Provide an organizational chart of the team highlighting the key individuals who will work on this project.

Below is our organizational chart highlighting the key team members that will be working on this project.



* Sr. Superintendent Doug Whisler is available in the event that the County decides to build two fire stations concurrently.

Please note that support personnel are available for their experience, guidance, Wharton-Smith internal management, and reporting. Support personnel will not be charged to the project.

b) Provide brief resumes of key personnel to be assigned to the project

On the following pages, please find brief resumes of key personnel to be assigned to the project.

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. EDUCATION

BS, Building Construction,
Auburn University

CERTIFICATIONS

Certified General Contractor, License No. CGC050879

OSHA 10-HOUR

YEARS

2—WS
36—TOTAL

GERRY KELLY, DIRECTOR OF OPERATIONS

As Director of Operations, Gerry will work alongside the project team during all aspects of the project to provide guidance and planning advice. Utilizing his 30-year history of serving public agencies in Southeast Florida, he will assist with preconstruction services to ensure an organized and systematic approach for a smooth transition into the construction phase. Gerry will continue to work alongside the project team through construction in an effort to ensure our team meets all of the project's established goals for cost, quality, safety, schedule, and satisfaction for all stakeholders. Office Location: Jupiter, FL. **Gerry will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Lincoln Park K8 Academy, St Lucie County School District, LEED Silver (Fort Pierce, FL) *	Vice President	\$20.3 M	100,000 s.f.
Harbor Branch Oceanographic Institute Campus Renovations, FAU, (Ft. Pierce, FL) *	Vice President	\$5.7 M	39,000 s.f.
Palm Beach County, Health Administration Building (West Palm Beach, FL) *	Vice President	\$19.3 M	92,000 s.f.
Palm Beach County Tax Collector Central Service Center (Lake Worth, FL) *	Vice President	\$10.4 M	39,000 s.f.
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Director of Operations	\$15.3 M	37,000 s.f. New /180,000 s.f. Reno

* Denotes individual project experience



D. EDUCATION

BS, Construction Management,
University of North Florida

CERTIFICATIONS

State of Florida Licensed Building Contractor-CBC047611

OSHA 10-Hour

YEARS

1—WS
30—TOTAL

JAMES AULD, PROJECT EXECUTIVE

As Project Executive, Jim will ensure that teamwork, effective communication, and timely responsiveness among the entire team is achieved at the highest level. Jim will provide senior level oversight of construction phase activities throughout the project's duration. As a state certified building contractor, Jim also brings firehouse renovation experience from the City of Kissimmee. Over a period of two years, Jim was project executive over several minor projects for the Kissimmee Fire Department. Office Location: Jupiter, FL. **Jim will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) ^Δ	Project Executive	\$7.5 M	25,000 s.f. New & 4,000 s.f. Reno
Administration Building, Hernando County Department of Health (Springhill, FL) *	Project Executive	\$11.5 M	41,000 s.f.
Central PBC Service Center (Lake Worth, FL) *	Project Executive	\$10.4 M	8,600 s.f.
Palm Beach County, Health Administration Building (West Palm Beach, FL) *	Project Executive	\$19.3 M	92,000 s.f.
Key West International Airport (Key West, FL) *	Project Executive	\$36 M	60,000 s.f.

^Δ Denotes Current Project

* Denotes individual project experience



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MICHAEL O'NEILL, E.I.T., PROJECT MANAGER

Michael will serve as a Project Manager on the Fire Rescue Facilities projects. He will provide leadership to the project team and the successful completion of all required preconstruction and construction phases of the project. During construction, he will manage all construction activities as it relates to the finishes portions of work, including quality control, cost control, change orders, and close-out. Michael brings a history of working with this proposed team and will bring that experience with him to this project. Office Location: Jupiter, FL. **Michael will be assigned 100% to this project.**

D. EDUCATION

BS, Construction Engineering,
University of Central Florida

LICENSES/CERTS.

Engineer in Training

YEARS

7—WS
7—TOTAL

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) ^Δ	Project Manager	\$7.5 M	25,000 s.f. New / 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Project Manager	\$15.3 M	37,000 s.f. New / 180,000 s.f. Reno
Valencia College, Center for Accelerated Training (CAT) Facility (Kissimmee, FL)	Project Manager	\$4.7 M	14,700 s.f.
Volusia County, Smyrna Dunes Park Boardwalk (New Smyrna Beach, FL)	Project Manager	5 M	N/A

^Δ Denotes Current Project



PAUL FULKS, P.E., C.G.C., SR. PRECONSTRUCTION MANAGER

As Sr. Preconstruction Manager, Paul will serve as the project communication point man and will coordinate preconstruction activities between our key personnel, the design team, and County representatives. He will be an active participant in the preconstruction efforts assisting with constructability reviews, subcontractor bid package preparation, scheduling, and cost analysis. He will ensure that teamwork, effective communication, and timely responsiveness among the entire team is achieved at the highest level. Paul was the Director and President of the Volunteer Fire Department in Heiskell, Tennessee from 1998 to 2004, giving him in-depth perspective on fire station facilities. Office Location: Jupiter, FL. **Paul will be assigned 30% to this project.**

D. EDUCATION

BS, Civil Engineering,
University of Tennessee

LICENSES/CERTS.

PE FL NO. 76096
FL NO. CGC1520059

YEARS

6—WS
30—TOTAL

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Volusia County Medical Examiners Office (Daytona Beach, FL)	Project Executive	\$4.4 M	12,456 s.f.
Public Defender New 2-story Office Building (Knoxville, TN)*	Project Manager	\$2.8 M	23,405 s.f.
Volusia County Court-Central Services Warehouse (Daytona Beach, FL)	Project Executive	\$2.7 M	15,000 s.f.
Advanced Manufacturing Facility, Valencia College (Orlando, FL)*	Project Manager	\$1 M	171,732 s.f.

* Denotes individual project experience



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. EDUCATION

BS, Civil Engineering,
University of Central Florida

CERTIFICATIONS
LEED® ACCREDITED PROFESSIONAL

YEARS

34—WS
44—TOTAL

JOHN LYONS, LEED® AP, VP OF PRECONSTRUCTION SERVICES

As Vice President of Preconstruction Services, John Lyons brings over 34 years of experience overseeing Wharton-Smith's Commercial Division Preconstruction Services Department. John has been involved with all 30 fire stations Wharton-Smith has constructed or renovated. His experience brings tremendous value to the projects. His responsibilities include the thorough review of contract documents, estimating the preliminary pricing of projects, and preparing Guaranteed Maximum Price (GMP) packages. He is familiar with all details such as the spatial requirements of the apparatus bay folding doors, back-up generators, fuel stations, and many other elements to be considered in the Highlands County prototype design. **John will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	VP of Precon Services	\$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	VP of Precon Services	\$5.3 M	12,456 s.f.
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL)	VP of Precon Services	\$4.5 M	9,116 s.f.
City of Maitland Fire Station #45 (Maitland, FL)	VP of Precon Services	\$12 M	15,500 s.f.
Sanford Public Safety Complex (Sanford, FL)	VP of Precon Services	\$16.5 M	74,648 s.f.



D. EDUCATION

AA, Highlands State College

CERTIFICATIONS
OSHA 10-HOUR
Hazcom
Confined Space
MOT / Rigging
Scaffolding
Fall Protection

YEARS

15—WS
18—TOTAL

BRAD BUFFINGTON, SUPERINTENDENT

As Superintendent, Brad will be responsible for the supervision and coordination of the day-to-day activities of the subcontractors and other duties will include safety inspections, daily reports, three-week look-ahead schedules, delivery coordination, production planning, weekly subcontractor coordination meetings, storage and installation requirements, quality control, labor and equipment resources, equipment, start-up testing, and final close-out. He will also be responsible for keeping projects on schedule and within budget. **Brad will be assigned 100% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	Superintendent	\$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Superintendent	\$5.3 M	12,456 s.f.
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL)	Superintendent	\$4.5 M	9,116 s.f.
City of Maitland Fire Station #45 (Maitland, FL)	Superintendent	\$2.3 M	15,500 s.f.
Sanford Public Safety Complex (Sanford, FL)	Superintendent	\$16.5 M	74,648 s.f.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



D. CERTIFICATIONS

OSHA 30-HOUR
First Aid & CPR
Confined Space
Fall Protection
Scaffolding
Qualified Rigger
HAZCOM
MOT

YEARS

5—WS
39—TOTAL

DOUG WHISLER, SR. SUPERINTENDENT

As Sr. Superintendent, Doug will be responsible for all field activities, including overall leadership for on-site field administration, technical management of all construction operations, and supervision of assistants, foremen, subcontractors, and other construction related personnel. He will ensure that all work is in compliance with the contract documents and will serve as the primary contact with local building officials. **Doug is available as a resource for his extensive public safety and fire rescue experience. In the event that the County decides to build two firehouses concurrently and a second Superintendent is needed, Doug will be assigned 100% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Charlotte County, Fire Station #2 & #5 (Port Charlotte and Punta Gorda, FL) ^Δ	Sr. Superintendent	\$11 M	FS #2: 12,727 s.f. FS #5: 8,317 s.f.
Charlotte County, Fire Station #8, (Port Charlotte, FL) *	Superintendent	\$2.2 M	6,096 s.f.
Charlotte County, EOC - Fire EMS Headquarters (Port Charlotte, FL) *	Superintendent	\$16 M	50,000 s.f.
Pasco County Schools, Fivay High School Fire Science Academy, Hudson, FL	Superintendent	\$714 K	1,470 s.f.

^Δ Denotes Current Project

* Denotes individual project experience



D. CERTIFICATIONS

OSHA 10-Hour
Trenching and
Excavation
Confined Space
Entry

YEARS

4—WS
30—TOTAL

CARLOS TORRES, SAFETY MANAGER

Carlos is responsible for safety training and inspections at all of Wharton-Smith's jobsites in the South Florida Region. He visits jobsites at least twice a month and conducts safety hazard recognition, fire protection audits, ensures regulatory compliance, health hazard controls, ergonomic improvements, hazardous material management, and monitors environmental protection practices. Carlos establishes Emergency Response for the jobsites by organizing, training, and coordinating skilled employees. He also manages security aspects by identifying and implementing design features and procedures to protect facilities and businesses from threats that introduce hazards. **Carlos will be assigned 10% to this project.**

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) ^Δ	Safety Manager	\$7.5 M	25,000 s.f. New 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Safety Manager	\$15.3 M	37,000 s.f. New 180,000 s.f. Reno
Continuing Services Projects, Florida Atlantic University	Safety Manager	Varies	Varies
STOF Hollywood WWTP, Seminole Tribe of Florida	Safety Manager	\$55 M	NA

^Δ Denotes Current Project



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



MICHAEL CHRISTIAN, SR. SCHEDULING MANAGER

As Senior Scheduling Manager, Michael will combine his technical expertise in Primavera P6 software with his in-depth knowledge of construction processes to develop, plan, setup, and maintain all aspects of the schedule throughout preconstruction and construction. He will interface directly with the project managers and superintendents to prepare and formulate the baseline schedule through all weekly updates. He will also assist with any scheduling issues including analysis of progress and fast tracking of projects. **Michael will be assigned 10% to this project.**

D. EDUCATION

BS, Architectural Technology, New York Institute of Tech.

LICENSES/CERTS.

Planning & Scheduling Certifications

YEARS

5—WS
34—TOTAL

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Sr. Scheduling Manager	\$5.3 M	12,456 s.f.
Central Operations Facility, Village of Wellington (Wellington, FL)	Sr. Scheduling Manager	\$7.5 M	25,000 s.f. New / 4,000 s.f. Reno
South Tech Academy, School District of Palm Beach County (Boynton Beach, FL)	Sr. Scheduling Manager	\$15.3 M	37,000 s.f. New / 180,000 s.f. Reno
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL) ^Δ	Sr. Scheduling Manager	\$4.5 M	9,116 s.f.

^Δ Denotes Current Project



CHRIS GAYNER, P.E., QA/QC MANAGER

Chris is responsible for the overall management of the Quality Assurance process of your project. Specific responsibilities include providing technical support for the project, overseeing quality control for all construction activities, constructability reviews and participate in production planning meetings. He will coordinate pre-job task meetings with the project superintendents and subcontractors in order to ensure that the project is built to the highest level of quality. **Chris will be assigned 10% to this project.**

D. EDUCATION

BS, Electrical Engineering - Ohio University

LICENSES/CERTS.

Professional Engineer - State of Florida

YEARS

22—WS
30—TOTAL

RELEVANT PROJECT EXPERIENCE	ROLE	VALUE	S.F.
Central Operations Facility, Village of Wellington (Wellington, FL) ^Δ	Quality Manager	\$7.5 M	25,000 s.f. New / 4,000 s.f. Reno
City of Mount Dora Fire Stations 35 & 36 (Mount Dora, FL) ^Δ	Quality Manager	\$4.5 M	9,116 s.f.
Osceola County Overstreet Fire Station #64 (Kissimmee, FL)	Quality Manager	\$4.4 M	12,456 s.f.
Osceola County BVL Fire Station & 65th Infantry Park (Kissimmee, FL)	Quality Manager	\$5.3 M	12,456 s.f.

^Δ Denotes Current Project



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

c) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)

Wharton-Smith, Inc. has the required resources and the committed staff to successfully complete the Fire Rescue Facility(ies) project for Highlands County and exceed your expectations!

The breakdown of our workforce is shown below.

WHARTON-SMITH STAFFING & RESOURCES	
DISCIPLINE	FIRMWIDE
Superintendents	108
Foreman	52
Safety	16
Project Managers	80
Project Engineers	55
Trade/Craft	140
Preconstruction/Estimating	21
Executive/Management	46
CADD	5
Accounting	21
Administration	74
Interns	32
TOTAL	650

WHARTON-SMITH HAS MANY RESOURCES READY TO SERVE!



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

f) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.

WHARTON-SMITH HAS NO CURRENT OPEN LITIGATION.

LITIGATION AND CLAIMS HISTORY – TEN YEARS

Wharton-Smith believes that potential conflicts can easily be avoided by developing trustworthy relationships early on with all parties involved on a project and by encouraging open communications. The successes we have had on our projects are due in large part to our commitment to partnering and conflict prevention and resolution. Occasionally, a situation arises where a third-party mediation is needed, despite all efforts to avoid it. Our litigation record for the past ten years is as follows:

OWNERS:

Largo Waste Water Reclamation Facility Aeration and Clarification Upgrades Project (Case No. 06-4264 CI 20 in the Sixth Judicial Circuit in and for Pinellas County, Florida Civil Division): In 2006, The City of Largo, Florida filed suit against Parsons Engineering Science, Inc. (the Design Engineer of Record) and Wharton-Smith, Inc. (the Contractor). The City claims damage to an existing clarifier due to hydrostatic pressures exerted on the structure when it was drained in order for Wharton-Smith to upgrade the clarifier. The clarifier was drained by the City, as the draining of the structure was not in Wharton-Smith's scope of work. Wharton-Smith claims that because it was not in the contractor's scope to drain the tank, the contractor was not responsible for any problems that may have resulted from the City draining the tank. The City of Largo had previously granted final completion and made final payment to Wharton-Smith without any claim against our firm. The City filed the lawsuit in June 2006, more than two years after Wharton-Smith had received final payment. *This case, between the City and Wharton-Smith, was settled during mediation in January 2013.*

UCF Stadium Corporation f/k/a Golden Knights Corporation, et al. vs. Dant Clayton Corporation, Wharton-Smith, Inc., et al. (Case No. 2017-CA-008259-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2017, UCF filed suit against Dant Clayton Corporation, Wharton-Smith, and others over alleged breach of contract regarding the design-build contracts for the construction of their stadium. Wharton-Smith was then dismissed from the suit with a Tolling Agreement that they could be brought back in before April 1, 2019. In December 2018, Wharton-Smith was brought back into the lawsuit. *The suit was settled at mediation in January 2020.*

SUBCONTRACTORS/SUBCONSULTANTS:

Southern Atlantic Companies, LLC vs. Wharton-Smith, Inc. (Case No. 10CA-7820-11-G, The Circuit Court of the 18th Judicial Circuit, Seminole County, Florida): In December 2010, Southern Atlantic Companies filed suit against Wharton-Smith, Inc. over (1) alleged misrepresentations during a bidding process and for (2) alleged interference with their business relationships subsequent to the bidding. *This case was dismissed in April 2015.*



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Wharton-Smith, Inc. vs. Smith-Davis Construction, LLC (Case No. 11-CA946-15-L Consolidated with 2011-CA-4256-15-L, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In March 2011, Wharton-Smith filed suit against its subcontractor for breach of contract in regards to their failure to complete their subcontract work on the Orange County Utilities Southern Regional Water Supply Facility project. In October of 2011 Smith-Davis counter sued Wharton-Smith. *This case was settled during mediation in September of 2012.*

Wharton-Smith, Inc. vs. International Fidelity Insurance Company and Southern Atlantic Companies, LLC (Intervenor) (Case No. 2011-CA-9630-O, The Circuit Court of the Ninth Judicial Circuit, Orange County, Florida): In August 2011, Wharton-Smith filed suit against IFIC for their failure to pay the costs associated with SAC's failed bid protest. SAC had posted a protest bond for which IFIC was the surety. *This case was dismissed in November 2012.*

Wharton-Smith, Inc. vs. Schweizer Waldroff Architects, Inc. (Case No. 2011-CA-016703-0, The Circuit Court of the Ninth Judicial Circuit for Orange County, Florida): In December 2011, Wharton-Smith filed suit against Schweizer Waldroff for breach of contract regarding the design-build project for the City of Orlando Fire Station No. 1 project. Upon completion of construction, the HVAC system was found to have several design errors and omissions requiring Wharton-Smith to spend a significant amount of money to remedy the work. Schweizer Waldroff filed a third-party complaint against John J. Christie & Associates of Florida, Inc., the MEP design engineer on the project. *The case settled during mediation in December 2012.*

Emerald Utilities & Site Development, Inc. vs. Wharton-Smith, Inc. (Case No. 2012-CA-015654-O, The Circuit Court, Ninth Judicial Circuit, Orange County, Florida): In September 2012, Emerald Utilities filed suit against Wharton-Smith over alleged breach of contract regarding a claim on the Orange County Southern Regional Water Supply Facility. Wharton-Smith maintains that the claim, if valid, is a pass-through claim to the owner, Orange County Public Utilities, which has denied the claim. *This case settled during mediation in March 2014.*

Wharton-Smith, Inc. vs. Sitek Corp. and Allegheny Casualty Co. (Case No. 2015-CA-002785-15-G, The Circuit Court of the 18th Judicial Circuit for Seminole County, Florida): In November 2015, Wharton-Smith filed suit against Sitek for breach of contract. They had been terminated from the Cypress Creek High School project for their failure to complete their subcontract work. *This case was settled during mediation in January 2018.*

Suwannee Valley Grassing, Inc. vs. Wester Surety Co., Wharton-Smith, Inc. and Barco-Duval Engineering, Inc. (Case No. 2015-CA-4388, In the Circuit Court of the Eighth Judicial Circuit in Alachua County, Florida): In December 2015, Suwannee filed suit for breach of Contract regarding a subcontract they had with Barco-Duval. Barco-Duval was a subcontractor to Wharton-Smith on the Paynes Prairie Sheetflow Restoration project and has a dispute with Suwannee over non-performance and work not completed. Barco-Duval has assumed the defense obligations of Wharton-Smith in accordance with their subcontract. *Wharton-Smith was dismissed from the case in February 2016.*

THIRD-PARTY:

J.D. Fields & Company, Inc. vs. Nottingham Construction Co., LLC, Wharton-Smith, Inc., and Professional Construction Services, Inc. (Case No. 2012-0002517, 21st Judicial District Court for the Parish of Tangipahoa, State of Louisiana): In August of 2012, J.D. Fields filed suit against Wharton-Smith over a dispute they had with Nottingham and Professional Construction Services in 2006. Wharton-Smith had purchased selected assets only from Nottingham in August 2010 and did not purchase this project or assume any liability in this dispute. *Wharton-Smith was dismissed from this suit in September 2014.*



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

EXPERIENCE AND EXPERTISE

FIREHOUSE AND PUBLIC SAFETY EXPERIENCE	DELIVERY METHOD
Orange County Fire Station 35	CMAR
Orange County Fire Station 55	CMAR
Orange County Fire Station 56	CMAR
Orange County Fire Station 77	CMAR
Orange County Fire Station 81	CMAR
Orange County Fire Station 85	CMAR
Osceola County Fire Station 54	CMAR
Osceola County Fire Station 55	CMAR
Osceola County Fire Station 64	CMAR
Osceola County Fire Station 62	CMAR
City of St. Cloud Fire Station 31	CMAR
City of Kissimmee Fire Station 11	CMAR
City of Sanford Public Safety Complex	CMAR
City of Mount Dora Fire Station 34	CMAR
City of Mount Dora Fire Station 35	CMAR
Charlotte County Fire Station 2	CMAR
Charlotte County Fire Station 5	CMAR
Charlotte County Fire Station #9 Temporary Facility	CMAR
Charlotte County Airport Fire Training Facility	CMAR
Fivay High School Fire Science Academy (Pasco County Schools)	CMAR
Seminole State College Center for Public Safety	CMAR
Longboat Key Fire Station 91 (current)	CMAR (JV)
Longboat Key Fire Station 92 (current)	CMAR (JV)
City of Orlando Fire Station 1	DESIGN-BUILD
Orange County Fire Station 33	DESIGN-BUILD
Orange County Fire Station 43	DESIGN-BUILD
Orange County Fire Station 63	DESIGN-BUILD
Orange County Fire Station 70	DESIGN-BUILD
City of Maitland Fire Station 45	DESIGN-BUILD
North Redington Beach Fire Station	DESIGN-BUILD
City of Ocoee Fire Station 1	GENERAL CONTRACTING
City of Tavares Public Safety Complex	GENERAL CONTRACTING

TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TECHNICAL RESOURCES

The following information systems are standard for our projects:

Project estimates are produced with **Interactive Cost Estimating (ICE) by MC2**. With an ever increasing need for accurate estimates and cost analysis, ICE provides consistency in price estimating for our clients.

For cost accounting, the Wharton-Smith team uses **Timberline** software to provide real-time cost analysis and reporting. Our project manager will prepare numerous cost option analyses throughout the project duration, delivering cost ideas to save you money without compromising quality.

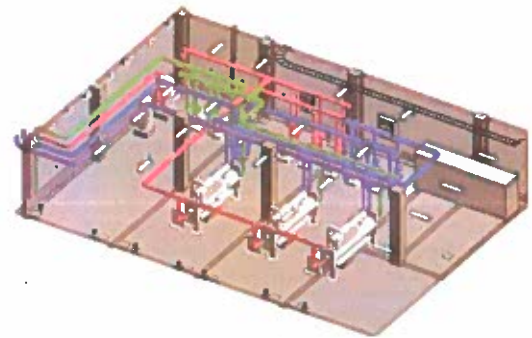
Our scheduling is performed in-house by our experienced staff of project schedulers and project managers. The Wharton-Smith team uses **Primavera® P6** for computer-generated Critical Path Method project scheduling. A sample schedule has been included at the end of this section.



Our team uses **RedTeam®**, a multi-faceted database application that can document contracts, request for information documents (RFIs) submittals, and change orders. Not only does the application allow for document storage, but it allows for the team to share contract plans, specifications, submittals, RFIs, and meeting minutes.

We provide monthly **Project Status Reports** to all stakeholders. Some information that is typically provided in our status reports includes a narrative of the current progress and schedule of the project, permitting status, accounting breakdowns, Owner Direct Purchase Order, Contingency, and Value Engineering logs, submittal and RFI status, and progress photographs. Additional information can be added as the project parameters are discussed with Highlands County in preconstruction.

The Wharton-Smith team uses **Building Information Modeling (BIM)** to help eliminate surprises. BIM applications imitate the building process. Instead of creating two-dimensional (2D) drawings, buildings are modeled from construction elements. This allows architects and engineers to design projects in the same way they would be built. Where we might have used a light table to layer the drawings and identify conflicts, today we can create a realistic virtual model. This gives the decision makers the ability to see and communicate their ideas and solutions. We can also add the fourth dimension of time to our drawings by showing the progress of the structure as it relates to the schedule. We call this Value Stream Production Planning. Now project leaders are able to see the work zone and all of its physical limitations long before we send a crew out.



We also use **Navisworks Manage**, which allows us to bring in fabrication drawings from outside subcontractors, take a virtual tour, and holistically review the integrated model for clashes with stakeholders. Most importantly, we have a seasoned team of professionals in our Virtual Construction Department ready to bring your project to life.

Our in-house Virtual Construction Department uses **Construction Phasing Animations** to visually detail the schedule and flow of construction for your project. These animations are useful on many levels and are used during the preconstruction phase to communicate to potential bidders the scope and schedule of the project and used during construction to clarify the flow of the project between trades.



TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Wharton-Smith has implemented the use of **Bluebeam® Revu®** software into our project management process. Bluebeam Revu is a construction application that allows the Wharton-Smith team and the Owner to collaborate on project plans, specifications, and photos in a common database. New drawing revisions and RFIs are uploaded to

Bluebeam Revu®

Bluebeam Revu and synchronized to the project team members' iPads. In this way, our teams have the opportunity for better evaluation of any conflicts, potential modifications, and/or value engineering that may need to occur. In addition, by utilizing Bluebeam Revu, we can assist our

design teams by using their drawings and attaching photographic evidence to any of our RFIs. Bluebeam Revu also allows us to do day-to-day as-built modifications, create punch lists and red-line directly into the plan set all on our iPads in the field. This type of real-time accuracy provides you with the confidence that your project will be completed without costly errors, coordination change orders, and omissions. Maintaining proper as-built information in the field is equally important. Our superintendents are proficient in working with survey instruments to accurately record dimensions, elevations, and coordinates. We employ the services of a certified surveyor when required. In order to make sure our subcontractors stay up-to-date, we require that their as-built drawings are updated monthly and are a prerequisite for payment.

In addition to providing top notch Construction Manager at Risk (CMAR) Services and all the reporting systems we use to ensure a successful project completion, we set ourselves apart from our competition with our ability to also self-perform work. Along with our general contractor's license, our team of professionals also maintain a mechanical license, plumbing license, and an underground utility license as well and will regularly self-perform for these services in addition to concrete services when it can provide overall benefit to the project. While our competition has cause for concern over the availability of field supervision and tradesman in a busy market, we already have over 143 craftsmen on staff to call upon to maintain the budget and schedule.

3e) Provide Women or Minority Business Enterprise (W/MBE) certifications, if applicable.

N/A



TAB 4: SCHEDULING AND COST CONTROL

TAB 4: SCHEDULING AND COST CONTROL

a) Describe the firm's use of computer-generated schedules for the management of construction.

A RELIABLE SCHEDULE

Your project may be fast-paced and can only be successful with an accurate and useful Critical Path Method (CPM) schedule.

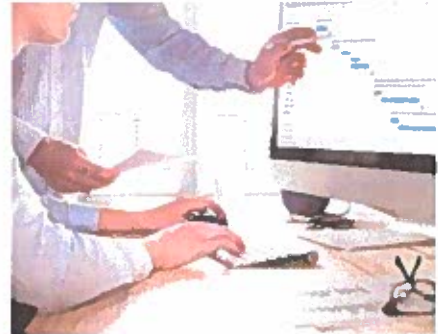
Identification of the critical path, milestone activities, and other important time limitations will be impossible without an effective schedule. By getting the project completed on-time or early, it creates the following cost advantages for the Highlands County:

- Reduced general conditions costs (project staff, temporary facilities, builder's risk, etc.)
- Reduced construction administration costs for the County
- Increased reliability

Our scheduling is performed in-house by our experienced staff of Preconstruction Managers and Superintendents. Our team utilizes Primavera® P6 software for computer generated project CPM scheduling. Our proposed Project Manager Michael O'Neill has over seven years of experience combined in building and maintaining CPM schedules with Primavera software. Michael's approach to the project schedules will be comprehensive development, proactive maintenance, and a timely close-out. [Please find a sample schedule on page 32.](#)

b) Indicate the level of detail to define schedules. Describe methods for managing and responding to requests for information (RFIs) and Architect's Supplemental Instructions (ASIs).

The development of the baseline schedule is the crucial first step. The schedule is inclusive of all project phases including pre-construction (constructability reviews and value engineering), permitting, bidding and procurement, close-out, and ultimately, turnover. Our Project Manager Michael O'Neill and Superintendent Brad Buffington, will begin the planning process by preparing an overall master schedule to effectively sequence the areas of work. Each of these areas will be further broken down into activities to define the work logic and duration. Milestones are set to focus on interim goals throughout the project. Some of these milestones include: Completion of Design, Notice to Proceed (NTP), permanent power available to the facilities, Substantial Completion, Final Completion, and Owner/User Move-in. This schedule is developed during preconstruction and used in the GMP.



As seen in our sample schedule provided in this proposal, our Critical Path Method (CPM) schedule is built with time allocated for shop drawing cycles and equipment delivery. This technique tells us if a material delivery is driving the schedule. Our team uses RedTeam®, a multi-faceted database application that can document contracts, Request for Information documents (RFIs) submittals, and change orders. Not only does the application allow for document storage, but it allows for the team to share contract plans, specifications, submittals, RFIs, and meeting minutes.

c) Indicate the contractor's approach to project scheduling and coordination of subcontractors.

Weekly meetings to accurately update the overall project schedule. The daily reports, subcontractor input, and field reviews are used to update the work in place and job progress. Actual start dates, finish dates, or remaining durations are confirmed during the update. The project team can log into database files remotely to allow instantaneous updating from the field. This real-time updating is shared with the field management and subcontractors to aid in planning and decision making. After each update, we distribute copies of the project schedule to all subcontractors so they can incorporate these updates into their work plans. The critical path of work is monitored throughout the project to ensure all tasks are kept on track.

TAB 4: SCHEDULING AND COST CONTROL

Our project superintendent will create and manage a three-week look ahead schedule that is updated each week as well as daily activities and goals for all trades and subcontractors. This schedule includes more detailed breakdown and confirms materials are on site or due on site in order to accomplish the work goals. This schedule is developed with the subcontractors input during the weekly Subcontractor Coordination Meeting.

d) Describes the contractor's method for holding projects within budget. Provide one example.

PRECONSTRUCTION

During the design phase, cost control is maintained by constantly measuring cost against the original budget. Our Sr. Preconstruction Manager Paul Fulks, P.E., will work directly with Highlands County and the design team to document any changes or savings ideas for the project, identify impacts to the schedule and construction costs, develop new schedules, and updated cost estimates. This will help Highlands County make informed decisions in a timely manner. Pending the Owner's expectations, we can provide budget estimates at the following stages of the project: conceptual, schematic, design/development, and Guaranteed Maximum Price (GMP).

In the Construction Management at Risk (CMAR) delivery method, the GMP must be managed with an open-book policy. This policy is one of the greatest advantages of CMAR. Open and honest communication allows financial decisions to be made jointly. Equally important, it allows financial records to be kept with complete transparency. This policy starts from the very first design cost estimate and is maintained through close-out.

The cost tracking system that our team implements involves Highlands County every step of the way, and truly maintains the transparency for how the GMP is created, how it was administered and maintained, and how it is closed out. We have been successfully completing CMAR projects since 1995. We are proud to say that we have never exceeded a GMP on any CMAR project. This result directly stems from the experienced personnel we have, the management systems we employ, and the relationships we build. The benefits of our Preconstruction Plan include:

- Open-book policy – No hidden or internal cost
- Accurate cost estimates – Historically within 2% of construction cost – This means maximum project scope!
- Comprehensive logistics planning – Increase safety, increased efficiencies, reduced costs
- Comprehensive scheduling – Includes design, owner equipment, construction and commissioning
- Comprehensive design reviews for constructability – Increased quality control, reduced costs

CONSTRUCTION

The Wharton-Smith team employs an organized system of controls to ensure that costs are managed and controlled during all project phases through construction completion. Our cost controls begin with understanding the County's project requirements, analyzing the overall project budget, and aligning it with our construction estimates.

For cost accounting, We uses Timberline software to provide real-time cost analysis and reporting. Our on-site team will provide monthly Project Status Reports to all stakeholders. We can also trend costs to predict labor productivity using our labor variance reporting. This comprehensive reporting system includes the following items:

- Monthly Cost Narrative – Describes the current construction cost estimate status of the project
- Cost Control Report – Describes the current cost and payment status for the project
- Project Accounting Report – Provides detailed accounting of all expenditures for the project



TAB 4: SCHEDULING AND COST CONTROL

EXAMPLE: COST CONTROL SUCCESS – CHARLOTTE COUNTY JAIL EXPANSION

Due to the specific nature and requirements of construction in the public sector sometimes there is a need to reevaluate the ideal construction approach based on the initial design in order to better meet the needs of the given facility and endusers. As construction managers, we feel it is our responsibility to manage this process in order to minimize additional costs and/or delays to the project schedule. By working with the design team, the jail staff and the owner's representative in a collaborative forum, our team was able to establish a priority listing of scope needs in addition to potential value engineering items that could be used to offset any unforeseen conditions discovered along the way. Then as the sequence of work progressed, the team administered the community use of a Construction Authorization (CA) Log. The CA log enabled the entire team to actively track, prioritize and maintain any potential changes on a weekly basis. The CA process was successfully administered on the previous Charlotte County Jail Expansion and played a vital role in maintaining the budget and ultimately allowing for a \$200,000 savings to the County. In addition to maintaining the change management process, the CA log assisted the architect in identifying any need for design changes. This collaborative approach thereby promoted open communication throughout the team, and allowed for real-time re-prioritization of events as they occurred to preserve the overall design intent. This same process simultaneously helped to mitigate any potential schedule delays otherwise associated with these discoveries.

f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the “cost of the work.”

COST OF THE WORK

As we progress through the design and construction phases, we must be prepared to control cost certainty as we are faced with a variety of potential challenges. Our challenges will be dealt with proactively like all other project components. Some potential challenges are listed below:

Challenge: Scope Creep

Solution: During our constructability reviews we will confirm Highlands County's true intentions are met in the design documents. The finished product is the destination. The design is the path to get there. The Wharton-Smith team will ensure we take the right path.

Challenge: Construction Delays

Solution: Involve subcontractors in our production planning system and develop a construction schedule that has proper activity durations and sufficient “float” to accommodate unforeseen situations.

Challenge: Price Escalations on Volatile Materials

Solution: On some materials we can lock in pricing early by making commitments to vendors. We may also have to include a material escalation contingency (County controlled) in the GMP.

Challenge: Design Errors and Omissions

Solution: Like any project, there are many unknown variables when the drawings first come out. We begin with a larger amount of contingencies to act as a safety net for all the unknown. As the drawings progress and the unknowns become known, the contingencies can be reduced. Knowing the risk on a project up front, will also contribute towards determining how much contingency should be counted.

We are aware of real challenges that our team and Highlands County can face in this booming construction market. The good news is that this is what we do. This is where we assume the “at risk” position as your Construction Manager at Risk (CMAR). We will proactively prepare for and combat all of these challenges. We will provide the County with reliable cost, schedule, and constructability feedback so that you can make informed decisions.



TAB 4: SCHEDULING AND COST CONTROL

Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

Wharton-Smith's fee structure is usually determined by the total value of the contract, the overall duration, personnel needs, and project specific contract terms. Preconstruction Phase Services fees vary widely. Factors that determine Preconstruction Phase Fees can be the current completion status of the design when the CM contract is awarded, the number of preliminary estimates, constructability reviews, and reports required prior to establishing the Guaranteed Maximum Price (GMP), the planned duration of the design/preconstruction phase, and whether or not the project has multiple phases.

General Conditions may vary as contract terms may categorize certain items differently. Generally, General Conditions are not percentage based as they are a function of unit price and duration needed. General Conditions are often separated into project staffing requirements and temporary facilities. General Conditions can be agreed upon as a lump sum or certain items can be treated as reimbursables for actual cost expended.

The Construction Manager's (CM) Fee is typically based on the value of the contract and project specific contract terms. Our bond rate is based on a fixed scale from our surety and contract value. Economies of scale and better efficiency can be achieved when an Owner chooses to perform similar projects concurrently. Wharton-Smith may incentivize an Owner to gain a new client when there are more future projects planned.

Historically, for an approximate project value of \$3 to \$5 million the range of fees may be:

Preconstruction Services – 0.25% to 1.25%

General Conditions/General Requirements – 5% to 12% (will be based on staffing, temporary facilities, safety & security, and duration of schedule)

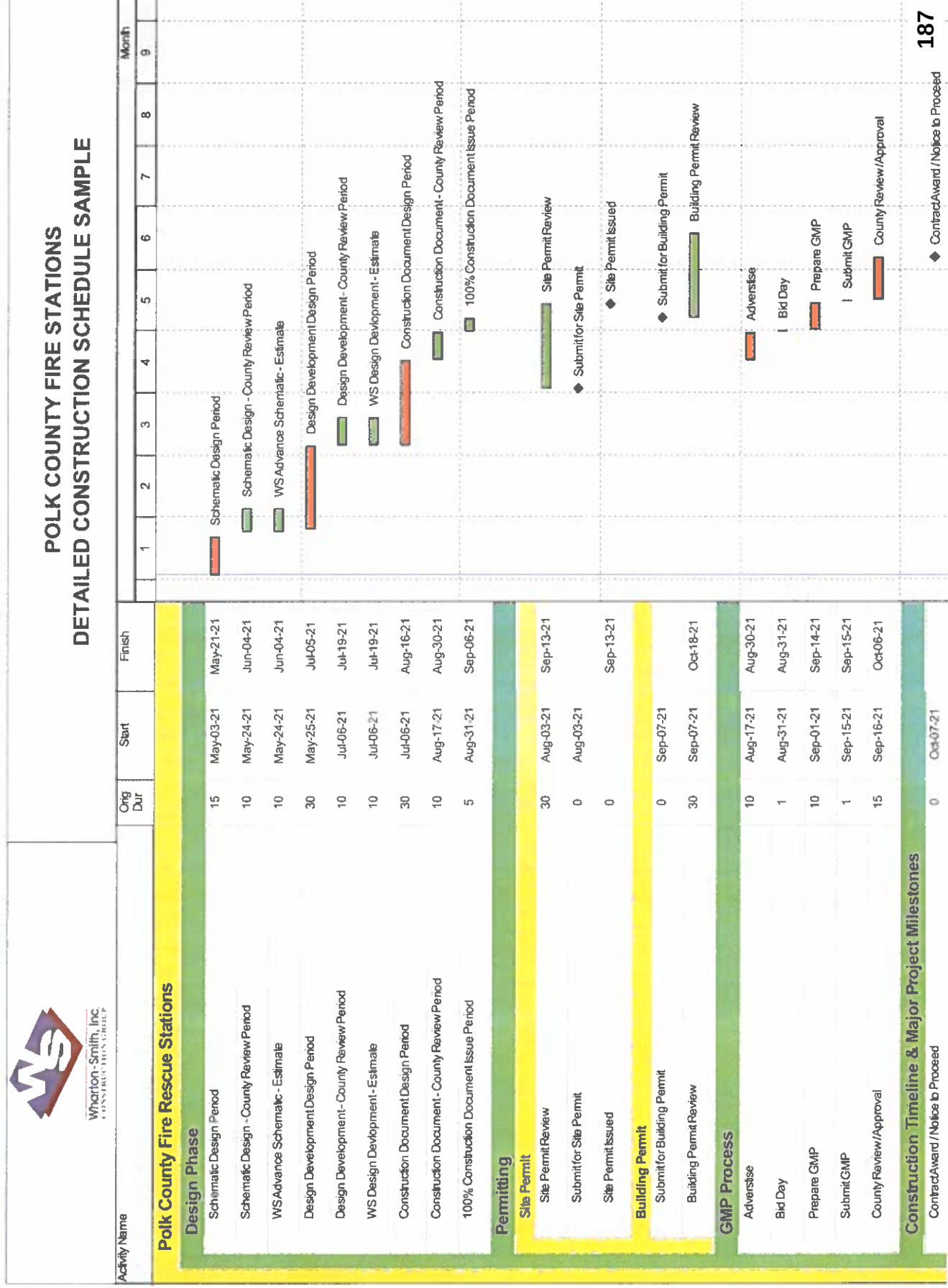
Construction Manager's (CM) Fee – 4% to 8%

Bond Rate – 0.75%



TAB 4: SCHEDULING AND COST CONTROL

e) Attach a sample schedule that illustrates your overall scheduling capabilities.



TAB 4: SCHEDULING AND COST CONTROL

e) Attach a sample of the cost control reports.

Exhibit A – Guaranteed Maximum Price Proposal
Pine Crest Elementary Replacement/Remodeling Project
Project ID #18190050R/Q-YD



Wharton-Smith, Inc.
LUMBER TRUCK GROUP

Summary			
LINE	DESCRIPTION	100% CD Thru Add'm 1	
1	3 Cast In Place Concrete	1,525,554.99	BNG
2	4 Masonry	3,128,544.12	RSM
3	5 Structural Steel Framing	1,263,739.26	ISI
4	6a Rough Carpentry	22,850.00	
5	6b Millwork	230,572.59	Barfield
6	7a Dampproofing, Caulking, Fire Caulking	236,894.74	CFW
7	7b ACM Panels	15,315.00	CA Systems
8	7c Roofing	673,924.05	Hartford South
9	7d Astec Roofing	62,249.00	DACG
10	7e Thermal & Fire Protection		
11	8a Doors, Frames & Hardware		
12	8b Overhead Doors		
13	8c Glass & Glazing		
14	9a Drywall and Framing		
15	9b Acoustical Ceilings & Wall Panels		
16	9c Flooring and Tile		
17	9d Epoxy Flooring		
18	9e Painting		
19	10a Visual Display & Marker Boards		
20	10b Identifying Devices		
21	10c Toilet Accessories, Misc. Specialties		
22	10d Walkway Coverings		
23	11a Residential Appliances (Installation Only)		
24	11b Food Service Equipment		
25	11c Projection Screen (OF/OI)		
26	11d Stage Curtains		
27	11e Outdoor Athletic Equipment		
28	11f Play Court Surfacing		
29	12a Horizontal/Louver Blinds		
30	12b Playground Surfacing & Equipment		
31	13 Pre-Engineered Metal Building (covered play area)		
32	14 Elevator		
33	21 Fire Protection		
34	22 Plumbing		
35	23a HVAC		
36	23b Test & Balance		
37	26 Electrical		
38	30 Demolition		
39	31 Site Earthwork, Utilities & Paving		
40	32a Landscape & Irrigation		
41	32b Fencing & gates		
42	A Total Direct Cost		
43	B General Conditions		
Wharton-Smith, Inc. At-Risk Construction Management - GMP Proposal SCPS Pine Crest School of Innovation			

Wharton-Smith, Inc.		Materials Delivery		Date: 08/14/2018	
Job No: 13-078		Project No: C-0074		Page: 1 of 3	
Material	Ordered From	Delivered To	Units	Unit Price	Contract Amount / Qty
ELECTRICAL	M150008	WFS		\$8,423,500.00	\$8,423,500.00
Spec Section: DIV 16				1.00	43,374.00
					43,374.00
					143,373.00
08/07/2014					
CABINETWORK	D000021	WFS		\$473,326.00	\$473,326.00
Spec Section: DIV 06				1.00	0.00
					0.00
					1.00
CERAMIC TILE	R000042	WFS		\$467,864.00	\$467,864.00
Spec Section: DIV 09				1.00	0.00
					0.00
					1.00
CHARLINK	A130136	WFS		\$129,460.00	\$129,460.00
Spec Section: DIV 02				1.00	0.00
					0.00
					1.00
CLEAN UP EOP	D010034	WFS		\$126,493.30	\$126,493.30
Spec Section: DIV 01				1.00	0.00
					0.00
					1.00
CONCRETE	H130008	WFS		\$2,048,650.00	\$2,048,650.00
Spec Section: DIV 04				1.00	3,643.50
					3,643.50
					8.00
01/12/2014					
CONSULTANT	V020021	WFS		\$180,080.00	\$180,080.00
Spec Section: DIV 01				1.00	0.00
					0.00
					1.00
DEMOLITION	P000070	WFS		\$1,079,619.00	\$1,079,619.00
Spec Section: DIV 02				1.00	0.00
					0.00
					1.00
DOOR INSTALL	T010035	WFS		\$729,900.00	\$729,900.00
Spec Section: DIV 06				1.00	38.00
					38.00
					01/16/2014
FIRE EXTING.	M010010	WFS		\$18,991.00	\$18,991.00
Spec Section: DIV 10				1.00	0.00
					0.00
					1.00
FIRE PROTECTION	P000081	WFS		\$780,000.00	\$780,000.00
Spec Section: DIV 13				1.00	1.00
					1.00
					0.00
04/26/2014					
FIREPROOFING	F120145	WFS		\$69,888.00	\$69,888.00
Spec Section: DIV 31				1.00	0.00
					0.00
					1.00
FORMED	T010021	WFS		\$68,077.00	\$68,077.00
Spec Section: DIV 07				1.00	0.00
					0.00
					1.00
GYM EQUIP	R130132	WFS		\$31,652.00	\$31,652.00
Spec Section: DIV 08				1.00	0.00
					0.00
					1.00
HVAC	E140003	WFS		\$6,238,400.00	\$6,238,400.00
Spec Section: DIV 23				1.00	0.00
					0.00
					1.00
02/05/2014					
ELEVATOR	O200001	WFS		\$123,726.00	\$123,726.00
Spec Section: DIV 14				1.00	0.00
					0.00
					1.00
03/17/2014					

Life Cycle Cost Analysis - Lighting				
	T8 2x4 Parabolic RP1	T8 Mid-Range Ambient Indirect	T5 Mid-Range Ambient Indirect	Agili-T (T5) with DALI
Fixture Quantity	438	219	219	219
Annual Costs:				
Re-lamping	\$6,287.00	\$4,192.00	\$2,819.00	\$2,819.00
Cleaning	\$5,475.00	\$2,738.00	\$2,738.00	\$2,738.00
Energy	\$29,362.00	\$20,029.00	\$11,396.00	\$5,128.00
Total Annual Cost	\$41,115.00	\$26,958.00	\$16,952.00	\$10,684.00
Net Present Value - 5 Years	-\$245,177.00	-\$203,801.00	-\$185,201.00	-\$197,679.00
Footcandles	\$50.00	\$40.00	\$35.00	\$35.00
Discount Rate	12%			
Providing the right lighting option can save you \$30,000 a year (\$41,115 - \$10,684 = \$30,431)				

TAB 5: TIMELY COMPLETION OF PROJECTS

TAB 5: TIMELY COMPLETION OF PROJECTS

a) Describe the Contractor's current and future projected workload.

WHARTON-SMITH JUPITER AND SANFORD COMMERCIAL WORKLOADS	LOCATION	COMPLETION DATE
Village of Wellington Utilities Dept. Central Operations Facility	Wellington, FL	07/2021
OCSB Continuing Contract for CM Services	Okeechobee, FL	04/2022
FAU CM Continuing Services / Minor Projects	Boca Raton, FL	08/2021
PBC Animal Care & Control Facility Renew	Palm Beach, FL	06/2023
Charlotte County Fire Stations 2 & 5	Punta Gorda, FL	04/2022
Dyal WTP CCRI- Training Building, City of Cocoa	Cocoa, FL	05/2021
Rubberized Tracks (Multiple Schools), OCPS	Orlando, FL	06/2021
District School Security Upgrades, Brevard Public Schools	Brevard County	06/2021
Four Corners K-8, Lake County Schools	Four Corners, FL	07/2021
Meadow Woods Middle School, OCPS	Orlando, FL	08/2021
Vehicle Maintenance Facility, Brightline Trains	Orlando, FL	02/2022
City of Ocoee City Hall, City of Ocoee	Ocoee, FL	03/2022
Juvenile Assessment Center, Seminole County	Sanford, FL	04/2022
Site 90 K-8, OCPS	Orlando, FL	08/2022
Mount Dora Fire Stations 34, 35, and 36, City of Mount Dora	Mount Dora, FL	08/2022
Orange Technical College Westside Campus, OCPS	Orlando, FL	11/2022
Casselberry Public Works, City of Casselberry	Casselberry, FL	06/2023
Continuing Services Projects < \$4M, OCPS	Orlando, FL	Ongoing
Continuing Services Projects < \$4M, Seminole County Public Schools	Sanford, FL	Ongoing
Continuing Services Projects < \$4M, Brevard Public Schools	Viera, FL	Ongoing
Continuing Services Projects < \$4M, Osceola County School District	Kissimmee, FL	Ongoing

Wharton-Smith's current and future workload will not have any impact to the Highlands County Fire Rescue projects if Wharton-Smith is selected as your Construction Manager.

b) Describe specifically the Contractors' daily ability to handle each aspect of the scope of services described herein.

Our team has the expertise and availability to not only successfully complete the Fire Rescue Facilities projects, but should you see fit, we have the experienced bench strength to build all your planned fire station projects in an expedient manner.

This project will be run out of our Southeast Florida office located in Jupiter, FL. Highlands County is also close to our Tampa office and our corporate office in Sanford, FL, giving us the ability to leverage subcontractors and vendors from both areas to ensure coverage and drive the best value for this project making sure that all of the project goals are met within budget.

TAB 6: SURVEYS OF PAST PERFORMANCE

TAB 6: SURVEYS OF PAST PERFORMANCE

EXHIBIT 1: SURVEY QUESTIONNAIRE

RFP 21-014, Construction Manager at Risk for Fire Station Construction

Customer providing survey by:

Travis Perdue, Project Manager

Client Contact (Name of Person completing survey)

941-769-0915

Contact Phone Number

Charlotte County

Name of Client Company

travis.perdue@charlottecountyfl.gov

Contact Email

Name of Contractor/Firm being surveyed:

Wharton-Smith, Inc.

Contractor/Firm Name

Project performance evaluation:

Charlotte County Fire Station #5

Project Name

15200 Burnt Store Road, Punta Gorda, FL 33955

Project Address

NA

Cost of CMAR Services

NA

Construction Cost

April 2022

Date Complete (or projected completion)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Submission of documentation: accurate and timely (Task Authorizations, Pay Applications, etc.)	(1-10)	10
14	Input of value-added methods or material	(1-10)	10

Travis Perdue

Printed Name of Client Contact

Travis Perdue

Signature of Client Contact

Please fax or email the completed survey to: jharrelson@whartonsmith.com

(CMAR Firm Information)

RFP 21-14 Page 40 Construction Manager at Risk for Fire Rescue Facility(ies)

TAB 6: SURVEYS OF PAST PERFORMANCE

EXHIBIT 1: SURVEY QUESTIONNAIRE

RFP 21-014, Construction Manager at Risk for Fire Station Construction

Customer providing survey by:

Chet Cramer, Project Manager
Client Contact (Name of Person completing survey)

City of Mount Dora
Name of Client Company

352-901-7805
Contact Phone Number

cramerc@ci.mount-dora.fl.us
Contact Email

Name of Contractor/Firm being surveyed:

Wharton-Smith, Inc.
Contractor/Firm Name

Project performance evaluation:

Fire Station #35
Project Name

4300 County Rd 19A, Mount Dora, Florida
Project Address

Cost of CMAR Services

est. \$4,500,000
Construction Cost

est. October 2022

Date Complete (or projected completion)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Submission of documentation: accurate and timely (Task Authorizations, Pay Applications, etc.)	(1-10)	10
14	Input of value-added methods or material	(1-10)	10

Chet Cramer

Printed Name of Client Contact

[Signature]

Signature of Client Contact

Please fax or email the completed survey to: JHarrelson@whartonsmith.com

(CMAR Firm Information)

RFP 21- 14 Page 40 Construction Manager at Risk for Fire Rescue Facility(ies)



TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: Curt Diehl Osceola County
(Name of Person completing survey) (Name of Client Company/Contractor)

Phone Number: 407-742-0517

Email: curt.diehl@osceola.org

Subject: Past Performance Survey of:

BVL Fire Station & 65th Infantry Park (Formerly Fire Station 62)
(Project Name)

Consultant Name: Wharton-Smith, Inc.
(Name of Contractor being surveyed)

Cost of Services: \$5,339,792 Date Complete: March 2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Same as above Date Completed: Same as above

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
Printed Name of Evaluator

G. X. D.
Signature of Evaluator

TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: Curt Diehl
(Name of Person completing survey)

Osceola County
(Name of Client Company/Contractor)

Phone Number: 407-742-0517

Email: curt.diehl@osceola.org

Subject: Past Performance Survey of:

Overstreet Fire Station #64
(Project Name)

Consultant Name: Wharton-Smith, Inc.
(Name of Contractor being surveyed)

Cost of Services: \$4,493,367 Date Complete: October 2016

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Same as above Date Completed: Same as above

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Curt T. Diehl
Printed Name of Evaluator

[Signature]
Signature of Evaluator

TAB 6: SURVEYS OF PAST PERFORMANCE

"FOR CONSIDERATION ITB 21-014"

Survey Questionnaire – Polk County

RFP 21-425, Construction Manager at Risk - Fire Rescue Stations (2nd Group)

To: Richard Keith City of Tavares
(Name of Person completing survey) (Name of Client Company/Contractor)

Phone Number: 352-516-1180

Email: rkeith@tavares.org

Subject: Past Performance Survey of:

City of Tavares Public Safety Complex
(Project Name)

Consultant Name: Wharton-Smith, Inc.
(Name of Contractor being surveyed)

Cost of Services: \$13,686,606 Date Complete: December 2019

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor/individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Similar Work Project Name: Same as above Date Completed: Same as above

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Richard D. Keith
Printed Name of Evaluator

[Signature]
Signature of Evaluator

TAB 7: COMPLIANCE FORMS & REQUESTED DOCUMENTATION

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

DRUG FREE WORKPLACE FORM

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Darin Crafton
Print Name: Darin Crafton Date: 5 / 18 / 21

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me ☒ or has produced _____ as identification []



Signature: Nancy O'Neill
Print Name: Nancy O'Neill
Notary Public, State of Florida
Commission No. 238861
My Commission Expires: 07/14/2022

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

PUBLIC ENTITY CRIME FORM

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA } ss

COUNTY OF Palm Beach }

Before me, the undersigned authority, personally appeared Darin Crafton who, being by me first duly sworn, made the following statement:

1. The business address of Wharton-Smith, Inc. (name of bidder or contractor), is 125 W. Indiantown Road, Jupiter, FL 34558

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

~~6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member, or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

PUBLIC ENTITY CRIME FORM

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: *Darin Crafton*

Print Name: Darin Crafton

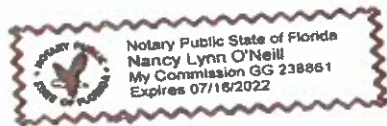
Print Title: Executive Vice President

On 18 day of May, 2021

STATE OF Florida
COUNTY OF Palm Beach

Sworn and subscribed before me in the State and County first mentioned above on the 18th day of May, 2021

(AFFIX NOTARY SEAL)



Signature: *Nancy O'Neill*

Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. 238861

My Commission Expires: 07/16/2022

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

DISCRIMINATION FORM

DISCRIMINATION FORM

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by
the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: Darin Crafton

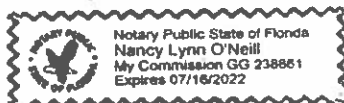
Date: / /

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021, by
_____ as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me ☒ or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)



Signature: Nancy O'Neill

Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. 238861

My Commission Expires: 07/16/2022

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

SCRUTINIZED COMPANY FORM

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 Indiantown Road, Suite 201, Jupiter, FL 34558 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Darin Crafton
Print Name: Darin Crafton

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021 by _____ as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me ☒ or has produced _____ as identification [☐].

(AFFIX NOTARY SEAL)



Nancy O'Neill
Print Name: Nancy O'Neill

Notary Public, State of Florida

Commission No. 238861

My Commission Expires: 07/18/2022

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

E-VERIFY FORM

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Darin Crafton, Executive Vice President

[Print individual's name and title]

for Wharton-Smith, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 125 W. Indiantown Road, Suite 201, Jupiter, FL 34458 and

whose Federal Employer Identification Number (FEIN) is 59-2392802 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

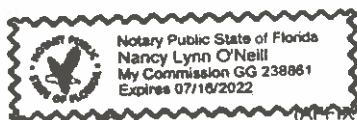
Bidder's E-verify Company ID #: 142880

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD

Darin Crafton
Print Name: Darin Crafton Date: 5 / 18 / 21

STATE OF Florida
COUNTY OF Palm Beach

The foregoing Certification was sworn to before me this 18th day of May, 2021 by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me or has produced _____ as identification [].



(AFFIX NOTARY SEAL)

Signature: Nancy O'Neill
Print Name: Nancy O'Neill
Notary Public, State of Florida

RFP 21- 14 Page 35 Construction Manager at Risk for Fire Rescue Facility(ies)



TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

E-VERIFY INFORMATION

E-Verify
Employment Eligibility Verification

Welcome
Melissa Rivera

User ID
MRIV0591

Last Login
03 28 PM - 12/19/2011

Log Out

Click any ? for help

My Cases
New Case
View Cases
Search Cases

My Profile
Edit Profile
Change Password
Change Security Questions

My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account

My Reports
View Reports

My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name: Wharton-Smith, Inc. [View / Edit](#)

Company ID Number: 142880

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 750 Monroe Road

Address 2:

City: Sanford

State: FL

Zip Code: 32771

County: SEMINOLE

Mailing Address:

Address 1: P.O. Box 471028

Address 2:

City: Lake Monroe

State: FL

Zip Code: 32747

Additional Information:

Employer Identification Number: 592392802

Total Number of Employees: 500 to 999

Parent Organization:

Administrator: Wharton-Smith, Inc.

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION [View / Edit](#)

Total Hiring Sites: 16 [View / Edit](#)

Total Points of Contact: 3 [View / Edit](#)

[View MOU](#)

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

TRUTH IN NEGOTIATION CERTIFICATION

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

Wharton-Smith, Inc.

Name of Consultant

By: Darin Crafton

5/18/21

Date

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

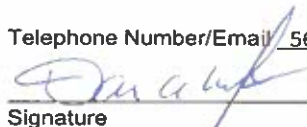
AUTHORIZED SIGNATORIES

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Darin A. Crafton Title Executive Vice President - Commercial

Telephone Number/Email 561-722-9087

 5/18/21
Signature Date

Executive Vice President

Title
Wharton-Smith, Inc.

Name of Business

Type of Organization

 Sole Proprietorship Partnership Joint Venture* X Corporation
 Limited Liability Company Non-Profit

State Incorporation Document No. Florida

Principal Place of Business (Florida Statute Chapter 607) Sanford/Seminole
City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID #: 59-2392802

**Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

SCHEDULE OF SUBCONTRACTORS FORM



SCHEDULE OF SUBCONTRACTOR(S)
RFP 21-014 Construction Manager at Risk Fire Rescue Facility(ies)

Sub-contractor Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Amount or Percentage of Total	W/MBE Yes/No
TBD					

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter "TBD" (to be determined) for sub-contractor name, if unknown, then complete "Area of Work and Amount or Percentage" sections. Sub-contractor(s) are subject to approval by the County.



W-9



Wharton-Smith, Inc.
A WHITING-IRMA, A. H. HANCOCK COMPANY

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

SUNBIZ REPORT

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# G94383

Entity Name: WHARTON-SMITH, INC.

Current Principal Place of Business:

750 MONROE RD
SANFORD, FL 32771

Current Mailing Address:

750 MONROE ROAD
SANFORD, FL 32771 US

FEI Number: 59-2392802

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title CD
Name SMITH, GEORGE E
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title D, ASST. SECRETARY, EVP
Name SMITH, TIMOTHY S
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title PDT
Name DAVOLI, RONALD F
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title DIR. OF OPERATIONS
Name MARCELL, KENNETH E III
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title EVP
Name HEWITT, PATRICK J
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title EVP
Name CRAFTON, DARIN A
Address 750 MONROE ROAD
City-State-Zip: SANFORD FL 32771

Title DIR. OF BUSINESS DEVELOPMENT
Name O'DONNELL, TODD H
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Title DIR. OF OPERATIONS
Name WILLIAMS, GREGORY L
Address 750 MONROE RD
City-State-Zip: SANFORD FL 32771

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TIMOTHY S SMITH

EVP

01/06/2021

Electronic Signature of Signing Officer/Director Detail

Date



TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

CORPORATE CERTIFICATE

State of Florida Department of State

I certify from the records of this office that WHARTON-SMITH, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1984, effective April 2, 1984.

The document number of this corporation is G94383.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 6, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2021*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8289562201CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

LICENSES

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, TIMOTHY SCOT
 WHARTON-SMITH INC
 750 MONROE ROAD
 SANFORD FL 32771

LICENSE NUMBER: CGC1511243
EXPIRATION DATE: AUGUST 31, 2022
 Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
 This is your license. It is unlawful for anyone other than the licensee to use this document.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
 Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

125 West INDIANTOWN RD Ste 201
 JUPITER, FL 33458

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	SMITH TIMOTHY SCOT	CGC1511243	820.577213 - 09/11/20	\$27.50	B40149843

This document is valid only when receipted by the Tax Collector's Office.

WHARTON SMITH INC
 WHARTON SMITH INC
 750 MONROE RD
 SANFORD, FL 32771

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201364913
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

BONDING LETTER



March 31, 2021

To Whom it May Concern:

Re: Wharton-Smith, Inc., 125 W. Indiantown Road, Suite 201, Jupiter, FL 34558

Guignard Company is the agency handling the bond requirements of Wharton-Smith, Inc. Licensed as a fidelity and surety bonding agency in the state of Florida since 1977, we have placed their bonds with Western Surety Company since 1986. Western Surety Company is a member of the CNA Surety Group, and has an available Best's Rating of A, XIV, a 2020 U.S. Treasury Listing of \$156,025,000, and is qualified to provide bonds in all states in the United States of America.

Based on our knowledge of and experience with Wharton-Smith, Inc., we give this firm our highest recommendation. They have a reputation for excellent quality workmanship, prompt payment of bills and for completing projects on or before scheduled completion dates.

Although each request is evaluated on its own merit and maximum limits have not been established, we would consider their bonding capacity pertaining to bid, payment, performance, and other bonds to be in the area of \$150,000,000 for a single job with an aggregate program of approximately \$1,000,000,000.

If you have any questions or require additional information, please contact me at (407) 834-0022 or via email at bryce@guignardcompany.com.

Best regards,

WESTERN SURETY COMPANY

Bryce R. Guignard
President

TAB 7: COMPLIANCE FORM AND REQUESTED DOCUMENTATION

CERTIFICATE OF INSURANCE

Client#: 706782		WHARTINC		DATE (MM/DD/YYYY) 4/07/2021		
ACORDTM CERTIFICATE OF LIABILITY INSURANCE						
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 any rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609			CONTACT NAME: PHONE (A/C, H, Ext): 727 447-6481 FAX (A/C, No): E-MAIL: certificates@bouchardinsurance.com ADDRESS:			
INSURED Wharton-Smith, Inc. 125 W. Indiantown Road, Suite 201 Jupiter, FL 34558			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Amerisure Insurance Company		19488	
			INSURER B: Amerisure Mutual Insurance Company		23396	
			INSURER C: XL Specialty Insurance		37885	
			INSURER D: Berkley Assurance Company		39482	
			INSURER E: Amerisure Partners Insurance Company		11050	
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 INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y Y	GL20361081601	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	CA20361071601	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE OED ☒ RETENTION \$0	Y Y	CU21171470001	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	WC203610915	04/01/2021	04/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Rented Equipment		UM00024961MA21A	04/01/2021	04/01/2022	2,500,000
D	Pollution Liab	Y	PCADB50141490421	04/01/2021	04/01/2022	5,000,000
D	Professional Liab		PCADB50141490421	04/01/2021	04/01/2022	5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)						
Certificate holder is additional insured as respects General Liability, Automobile Liability, Pollution Liability and Umbrella only if required by written contract, and subject to the terms, conditions and (See Attached Descriptions)						
CERTIFICATE HOLDER				CANCELLATION		
For Information Only				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 		

 ACORD 25 (2016/03) 1 of 2
 #S8180380/M8146126

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RCJTF





**125 W. INDIANTOWN ROAD, SUITE 201
JUPITER, FL 33458**



TEL: 561-748-5956 • FAX: 561-748-5958



WWW.WHARTONSMITH.COM



Wharton-Smith, Inc.
CONSTRUCTION GROUP



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

20-014 RFP

Construction Manager at Risk for Fire Rescue Facility(ies)

Opening Date: Tuesday, May 18, 2021

Company	Score	RANK
Wharton-Smith, Inc.	232	1
Marmer Construction, Inc.	232	1
E.O. Koch Construction, Co.	223	2
The A.D. Morgan Corporation	208	3
Trias Construction LLC	204	4

The tie was broken in accordance with Section 1, 14. Wharton-Smith, Inc. having two, and Marmer Construction, Inc. having zero, number one rankings on the individual score sheets.

Notice of Intent to Award to the top ranked firm, Wharton-Smith, Inc.

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 5:00 P.M. on Tuesday, June 22, 2021

End of protest period: 4 P.M. on Friday, June 25, 2021

Recommendation:

Recommend awarding to Wharton-Smith, Inc. as the top ranked responsive and responsible proposer.

Christine Davis Digitally signed by Christine Davis
Date: 2021.07.16 17:10:59 -04'00'

Christine Davis, Purchasing Manager Date

Clinton Howerton Jr. Digitally signed by Clinton Howerton
Jr., P.E.
Date: 2021.07.17 14:26:01 -04'00'

Clinton Howerton, Jr., County Engineer Date

Recommendation approved by:

Laurie A. Digitally signed by
Laurie A. Hurner

Hurner Date: 2021.07.29
16:40:15 -04'00'

Head, Voluntary, County Administrator

**AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

THIS AGREEMENT made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Owner" and WHARTON-SMITH, INC. 125 W. Indiantown Road, Jupiter, FL 33458, hereinafter "Construction Manager".

ARTICLE I

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

The Construction Manager agrees to act in good faith and fair dealing between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish commercially reasonable 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 project 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 are set forth in Exhibit "A" attached hereto.

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. When drawings, specifications and other descriptive documents defining the work to be included in the guaranteed maximum price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the drawings, specifications and other descriptive documents upon which the GMP is based. 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 - Sweet-Sparkman Architects, Inc.

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

Construction Manager - Wharton-Smith, 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 -- Highlands County, a political subdivision of the State of Florida

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

Project - The Project is the total work to be performed under this Agreement. The Project consists of the construction of Highlands County Fire Station Number 36, located at: 1198 US 27 N., Lake Placid, FL 33852, Parcel P-25-36-29-A00-0073-0000, Highlands County Florida.

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.

1.4 Owner's Construction Budget:

Owner's funds budgeted and requested for construction of the Project: The Owner's Construction Budget is estimated at One million eight hundred thousand dollars and no/cents (\$1,800,000.), including all 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 and shared via email.
- 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, and after receiving appropriate input from the Owner and Architect/Engineer, 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. After approval of the Guaranteed Maximum Price (GMP) and after all required permits have been issued by the applicable governing authorities, the Owner shall issue a Notice to Proceed with construction. 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:
- I. 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 following submissions at the following phases of the project:

Estimates - 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. 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 in writing, the Construction Manager shall provide the following if included in the scope of Construction Manager's Design Phase/Preconstruction Costs:

- I. Upon award of contract 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 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 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 are identified in Exhibit "B" 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. If included in the scope of Construction Manager's Preconstruction Phase Services, 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 that are set forth in **Exhibit "C"** to this Agreement. The Construction Manager shall not change any of those persons named in Exhibit "C" 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 the following minimum ratings in the latest issue of Best's Key Rating Guide.

Contract Amount	Policy Holder's Rating	Required Financial Rating
\$500,000 to \$1,000,000	A	Class IV

\$1,000,000 to \$2,500,000	A	Class V
\$2,500 000 to \$5,000 000	A	Class VI
\$5,000,000 to \$10,000 000	A	Class VII
\$10,000,000 to \$25,000,000	A	Class VIII
\$25 000 000 to \$50,000,000	A	Class IX
\$50,000,000 to \$75,000,000	A	Class X

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 – With appropriate cooperation and documents from the Architect/Engineer, 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, or more frequent as determined by the County, 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
- "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. The warranties shall be delivered in hard copy and email formats. 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 Highlands County in this Agreement or any Amendment or Change Order to this Agreement. The County/Owner 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 Highlands County additionally authorizes the County Administrator, in conjunction with the Owner's Representative, to authorize changes in the work up to Fifty Thousand and 00/100 Dollars (\$50,000.00) or such other dollar amount as authorized by policy adopted by the Highlands County 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 pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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 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.

Construction Manager may require certain subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety, and in a format acceptable to Construction Manager.

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 fifteen percent (15%) 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 may, at the discretion of the Owner, be required to 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 or fluctuating market conditions. 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 Highlands County 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 Highlands County 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 of Six thousand dollars no/cents (\$6,000.00) as set forth in **Exhibit "F"**, attached hereto. 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 are shown on **Exhibit "C"**.

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 in equal monthly payments in an amount and number of months to be determined at GMP. 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 the duration established between Notice to Proceed (NTP) and the Substantial Completion Date (SCD) due to Changes in the Project per Article 10, Construction Phase Costs paid to the Construction Manager shall be adjusted for each day of the approved time extension in an amount equal to a daily rate calculated with the amount of Construction Phase Costs initially established in the GMP divided by the number of calendar days between the NTP and the SCD, unless other circumstances arise that the parties may agree otherwise. (such as an increase or a reduction of necessary project staff)
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 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 TBD at GMP percent (%) of that portion of the accumulative increases in the GMP that exceed the GMP by more than two percent (2%).

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 writing instruments, 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 TBD percent (%) of the GMP 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)

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. Intentionally Left Blank
17. Material and labor costs of all reproductions and services used for bidding, reporting, or information purposes required by the Project to directly benefit the Project.
18. Costs for watchman and security services for the Project.

19. Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.
20. 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.
21. 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 cost and/or duration of 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 Contractor or entity 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 and the associated cost as applicable. 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 "G". Prior to fifty percent (50%) completion, (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 & 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 & 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 five percent (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.

Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

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 EIFS 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, to the extent caused by the Construction Manager's 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 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. 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 during the life of this Agreement a "Builder's Risk Policy" completed value form, 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 in accordance with Article 9.2.6.
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 Highlands County 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:

- I. 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 and reasonable opportunity to cure 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, seven (7) days written notice and reasonable opportunity to cure such 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, purchased by the Construction Manager, for which were procured as a Direct Cost Item and intended to become a part of the Project, 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, purchased by the Construction Manager as a Direct Cost Item intended to become a part of the Project, 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.

3. 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, and overhead and profit on the work performed in accordance with Articles 8, 9, 10 and 12.

ARTICLE 15 **ASSIGNMENT AND GOVERNING LAW**

- 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 TBD at GMP percent (____%) for profit. 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.

17.2 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. The responsibilities herein of Article 17 indicated to be by Construction Manager may apply to either of, or both, Construction Manager and/or applicable subcontractors whether or not indicated in that manner.
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. Materials which may not be returned, should be credited in deductive order or given to Owner at Owner's discretion. 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 I, 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'S/OWNER'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY RECORDS
CUSTODIAN:**

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

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 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.

18.7 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.

18.8 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 S. Commerce Avenue Sebring, Florida 33870
with copy to:	Highlands County Attorney 600 S. Commerce Avenue Sebring, Florida 33870

Construction Manager: Wharton-Smith, Inc.
Director of Operations, Commercial
125 W. Indiantown Road
Jupiter, FL 33458

with copy to: Wharton-Smith, Inc.
Executive Vice President, Commercial
750 Monroe Road
Sanford, FL 32771

18.9 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.

18.10 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.

18.11 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.

18.12 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 (8) 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.

18.13 Compliance with the Davis-Bacon Act:

1. Owner shall inform Construction Manager of Davis Bacon Act requirements prior to the issuance of bid invitations per Article 2.4.4. If determined to be applicable, 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.

18.14 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.

18.15 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.

18.16 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.

18.17 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 the violating subcontractor by the County/Owner without regard to any notice otherwise required herein. In the event the County/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 County/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>.

18.18 Sovereign Immunity:

The County/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 County/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 County/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 County Logo, Name, Seal and/or Flag:

The Construction Manager may only use Highlands County's name, logo seal and/or flag with the express written permission of the County and consistent with any County policy related to use of the same.

(The remainder of this page is blank)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2021.

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

KATHLEEN G. RAPP, CHAIR

ATTEST:

Jerome Kaszubowski, Clerk of Court

WHARTON-SMITH, INC.

By: *[Signature]*

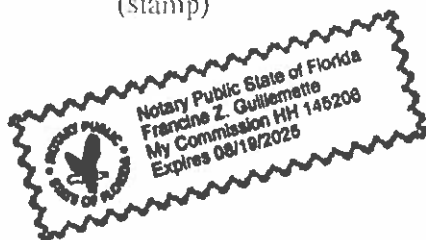
Print: Darin A. Crafton

Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of DARIN A. CRAFTON as EXECUTIVE VICE PRESIDENT of WHARTON-SMITH, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 22ND day of NOVEMBER, 2021.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

EXHIBIT "A"
Construction Team

The Construction Team for the Project shall consist of the following:

- Owner's Representative: Sarah Albritton, Capital Projects Manager
636 Fernleaf Ave., Sebring, FL 33870
sjalbritton@highlandsfl.gov
- Architect-Engineer: Todd Sweet, Principal
Sweet-Sparkman Architects, Inc.
2168 Main Street, Sarasota, FL 34237,
tsweet@sweetsparkman.com.
- Construction Manager: Gerry Kelly, Director of Operations-S. FL Commercial
Wharton-Smith, Inc.
125 W. Indiantown Road, Jupiter, FL 33458
gkelly@whartonsmith.com

EXHIBIT "B"
Drawings and Specifications
(upon completion and acceptance of GMP)

B

B

EXHIBIT "C"
Construction Manager Staff
(To be determined at GMP)

11

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

PROJECT NAME: Highlands County Fire Station 36
PROJECT ADDRESS: 1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: Sarah Albritton, Capital Projects Manager

TO OWNER:
 Name: Highlands County Board of County Commissioners
 Attn: Sarah Albritton, Capital Projects Manager
 Address: 636 Fernleaf Ave., Sebring, FL 33870

TO CONSTRUCTION MANAGER: Copy to:
 Name: Wharton-Smith Inc. ☒ Architect
 Attn: Director of Operations, Commercial ☐ Engineer
 Address: 125 W. Indiantown Road, Jupiter, FL 33458 ☐ Field
☒ Other
 Name: Wharton-Smith Inc.
 Attn: Executive Vice President, Commercial
 Address: 750 Monroe Road, Sanford, FL 32771

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: _____

Date of Substantial Completion: _____

Print: _____

(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 _____ 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 _____, 20____.

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: Highlands County Fire Station 36
PROJECT ADDRESS: 1198 US 27 N, Lake Placid, FL 33852 (Parcel P-25-36-29-A00-0073-0000)
PROJECT NUMBER:
CONTRACT DATE:
CONSTRUCTION MANAGER: Sarah Albritton, Capital Projects 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 Operation & Maintenance documents and other closeout deliverables
- ☐ 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 that 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 transaction, event, occurrence or 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 acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____ as _____ of _____ who is authorized to bind _____ here and who is personally known to me OR has produced _____ as identification this _____ day of _____, 202_____.

(stamp)

NOTARY PUBLIC, State of Florida

Recommend By:

Architect

By: _____

Date: _____

Print: _____

Accepted By:

Owner

By: _____

Date: _____

Print: _____

EXHIBIT "F"
Pre-construction Phase Costs

EXHIBIT "G"
Partial Pay Request Form

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

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

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-014 and Resolution to reallocate Florida Department of Transportation (FDOT) revenue to Project 21009 – Highway Lighting.

STATEMENT OF ISSUE

In the FY 21-22 Adopted Budget, Revenue funds were budgeted in Fund 110 (Transportation Trust Fund), Revenue Account # 3374300 in the amount of \$214,361.00. In July 2021 a new Agreement with FDOT was signed and the revised revenue for 730 lights is \$214,360.85. Each fiscal year since FY 02-03 Highlands County has received funds from FDOT for maintenance of the highway lighting system in Highlands County. The County is tracking the expenditures in order to evaluate the maintenance costs.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-014 and Resolution.

FISCAL IMPACT

There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget.

Attachments: [21-22-014 Proj 21009 Highway Lighting \(BA\).pdf](#)
[21-22-014R Project 21009 Highway Lighting \(Resolution\).pdf](#)

November 22, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/9/2021

SUBMITTED BY: Clinton Howerton, Jr., P.E.,
County Engineer

FUND(S): 110 FUND TITLE(S): Transportation Trust COST CENTER(S) #: 4105; 9990A
PROJECT(S) #: 21009 PROJECT TITLE(S): Highway Lighting COST CENTER TITLE(S): Traffic Operations; Budgetary Expenditure AC/110
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	110		3374300	Misc. Intergov Reimbursement		339,663.00		45,000.00	294,663.00
R	110		3374300Z	Misc. Intergov Reimbursement	21009	0.00	45,000.00		45,000.00
E	110	9990A	59900	Reserve For Contingency		200,000.00		45,000.00	155,000.00
E	110	4105	54300Z	Project Utility Services	21009	0.00	10,500.00		10,500.00
E	110	4105	54400Z	Project Rentals & Leases	21009	0.00	1,500.00		1,500.00
E	110	4105	54609Z	Proj Hwy Lighting Maintenance	21009	0.00	6,000.00		6,000.00
E	110	4105	55200Z	Project Operating supplies	21009	0.00	15,000.00		15,000.00
E	110	4105	56400Z	Project Equipment	21009	0.00	12,000.00		12,000.00

REASON: This Budget Ammendment is necessary to appropriate funds into project 21009 in the amount of \$45,000.00 for the purpose of tracking the expenditures for Highway Lighting.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-014

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-_____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE
TRANSPORTATION TRUST FUND.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Transportation Trust Fund; and

WHEREAS, to appropriate funding for Project 21009 Highway Lighting in the amount of \$45,000.00, with a \$0 net impact; and

WHEREAS, it is necessary to track the expenditures for the Highway Lighting that is reimbursed by Florida Department of Transportation (FDOT).

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-014 is hereby approved and authorized.

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

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Dec 7, 2021

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of budget amendment 21-22-016 and Resolution to roll forward and setup funding within the Special Law Enforcement Trust Fund.

STATEMENT OF ISSUE

Request approval to roll forward and setup funding within the Special Law Enforcement Trust Fund to expend funds within Confiscated Properties Federal and State cost centers.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-016 and corresponding resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 170 (Special Law Enforcement Trust) and the overall budget in the amount of \$248,424.10.

Attachments: [21-22-016 SHERIFF Confiscated Prop \(BA\).pdf](#)
[21-22-016R SHERIFF Confiscated Prop \(Resolution\).pdf](#)

November 22, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/17/2021

SUBMITTED BY: Sheriff

FUND(S): 170 FUND TITLE(S): Special Law Enforcement Trust COST CENTER(S) #: 3106, 3107

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Confiscated Prop-Federal, Confiscated Prop-State

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Fund Balance Brought Forward		0.00	248,424.10		248,424.10
R	170		3999100						
				Other					
E	170	3106	54900	Charges/Obligations		0.00	21,582.14		21,582.14
E	170	3106	55200	Operating Supplies		0.00	42,506.89		42,506.89
E	170	3106	56400	Machinery & Equipment		0.00	65,000.00		65,000.00
				Other					
E	170	3107	54900	Charges/Obligations		0.00	8,500.00		8,500.00
E	170	3107	55200	Operating Supplies		0.00	43,220.19		43,220.19
E	170	3107	56400	Machinery & Equipment		0.00	67,614.88		67,614.88

REASON: To setup the funding for Confiscated Properties for FY 21/22.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-016

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM
RESERVE
XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE SPECIAL LAW ENFORCEMENT TRUST FUND.

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Special Law Enforcement Trust Fund; and

WHEREAS, to roll forward and setup funding for Confiscated Properties in FY 21/22 in the amount of \$248,424.10; and

WHEREAS, the funds must be appropriated to accomplish the fund purposes within the Law Enforcement Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-016 is hereby approved and authorized.

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

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 7, 2021

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-017 and Resolution to roll forward and appropriate unspent funds into FY 21/22.

STATEMENT OF ISSUE

This budget amendment is necessary to roll forward and appropriate unspent funds from FY20/21 into FY21/22 for Sheriff Operating. Due to COVID, procurement of goods were delayed due to supply chain issues.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-017 and corresponding resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$140,034.30.

Attachments: [21-22-017 Roll Unspent FY20-21 Funds_SHERIFF \(BA\).pdf](#)
[21-22-017R Roll Unspent Funds for SHERIFF \(Resolution\).pdf](#)

November 22, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/17/2021

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Sheriff-005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Fund Balance Brought Forward					
R	005		3999100			1,705,194.58	140,034.30		1,845,228.88
				Operating Expense-Elected Official					
E	005	3101	53001			2,974,104.00	140,034.30		3,114,138.30
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To roll forward unspent funds due to procurement issues due to the supply chain irregularities caused by COVID.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-017

TRANSFER TYPE:

____ Approval

ACTION:

____ Denial

Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS IN AND FOR HIGHLANDS COUNTY,
FLORIDA AUTHORIZING AMENDMENT TO THE
GENERAL FUND.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to roll forward and appropriate FY20/21 unspent funds into FY21/22 for Sheriff operating expense due to procurement issues due to the supply chain irregularities due to COVID in the amount of \$140,034.30; and

WHEREAS, the funds must be appropriated to accomplish the fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-017 is hereby approved and authorized.

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

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-015 for realigning funds for 21/22 FY Sebring Parkway Maintenance 4110 cost center.

STATEMENT OF ISSUE

This budget amendment is requesting the realignment of funds in the amount of \$35,000 from the Machinery & Equipment (56400) account to the Operating Supplies (55200) account within the 175/4110 cost center. Also, realignment of funds in the amount of \$16,625 from Repair and Maintenance (54600) account to the Utility Services (54300) account within the 175/4110 cost center.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-015 for realigning funds for 21/22 FY Sebring Parkway Maintenance 4110 cost center.

FISCAL IMPACT

There is no additional fiscal impact to Fund 175 (Sebring Parkway Maint.) or the overall budget. This budget amendment is merely moving adopted funds from within the 4110 cost center.

Attachments: [21-22-015 Sebr. Prkwy Maint Realignments \(BA\).pdf](#)

November 22, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/10/2021

SUBMITTED BY: Jonathan Harrison

FUND(S): 175 FUND TITLE(S): Sebring Parkway Maintenance COST CENTER(S) #: 4110

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Sebring Parkway Maintenance

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	175	4110	56400	Machinery & Equipment		35,000.00		35,000.00	0.00
E	175	4110	55200	Operating Supplies		0.00	35,000.00	0.00	35,000.00
E	175	4110	54600	Repair and Maintenance		120,444.00	0.00	16,625.00	103,819.00
E	175	4110	54300	Utility Services		0.00	16,625.00		16,625.00
									0.00
									0.00
									0.00

REASON: To transfer funds between accounts to cover a reclass from capital expenses to operating expenses due to the capital threshold change and to cover necessary utility expenses that inadvertently did not get budgeted.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-015

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

XX 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 7, 2021

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-018 and Resolution to roll forward Fund Balance to the Tourist Dev. - Marketing & Promotion cost center.

STATEMENT OF ISSUE

When the budget was prepared and adopted for FY 21/22, the new contract for the outside consultant had not been approved by the Board. With the approval in October came an increase in the contract. This budget amendment is moving \$20,000 from cost center 5305 (Tourist Dev. - Marketing & Promotion) to cost center 5301 (Tourist Dev. - Operations) to correct the budgeting shortfall and rebalance the overall fund per the ordinance requirements. In addition, this budget amendment is bringing Fund Balance forward to restore the funds in cost center 5305, account 54800 (Promotional Activities) that were transferred to cost center 5301, account 53400 (Contractual Services).

RECOMMENDED ACTION

Move to approve budget amendment 21-22-018 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$20,000.

Attachments: [21-22-018 Tourist Dev. - Operations \(BA\).pdf](#)
[21-22-018R Tourist Dev. - Operations \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/29/2021

SUBMITTED BY: OMB

FUND(S): 152 FUND TITLE(S): Tourist Development Trust COST CENTER(S) #: 5301

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Tourist Dev. - Operations

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	152	5305	54800	Promotional Activities		343,243.00		20,000.00	323,243.00
E	152	5301	53400	Contractual Services		78,300.00	20,000.00		98,300.00
									0.00
R	152		3999100	Fund Balance Brought Forward		0.00	20,000.00		20,000.00
E	152	5305	54800	Promotional Activities		323,243.00	20,000.00		343,243.00
									0.00
									0.00

REASON: To realign/rebalance Fund 152 budget for shortfall in the consultant contract and then add Fund Balance to restore funding to cost center 5305.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-018

TRANSFER TYPE:

Approval

ACTION:

Denial

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA,
AUTHORIZING AMENDMENT TO THE TOURIST
DEVELOPMENT TRUST FUND.**

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the Tourist Development Trust Fund; and

WHEREAS, it is necessary to bring fund balance forward for the Tourist Development-Marketing & Promotion cost center in the amount of \$20,000.00; and

WHEREAS, it is necessary to appropriate those funds into account 53400 Contractual Services in order to accomplish the necessary services.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-018 is hereby approved and authorized.

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

Chairperson

ATTEST: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Sarah Beth Rogers, Children's Advocacy Center Manager

SUBJECT/TITLE: Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and approval of Budget Amendment 21-22-019 and associated Resolution.

STATEMENT OF ISSUE

The Florida Network of Children's Advocacy Centers allocated \$3,288.52 to the Children's Advocacy Center (CAC) from the statewide Stop Child Abuse License Plate and Voluntary Contribution Program to be used for prevention and intervention services.

RECOMMENDED ACTION

Move to approve an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and approval of Budget Amendment 21-22-019 and associated Resolution.

FISCAL IMPACT

The Fiscal Impact will be an Increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of \$3,288.52.

Attachments: [Please_DocuSign_License_Plate__Voluntary_Co.pdf](#)
[21-22-019 Project 21052 SCALP 21-22 \(BA\).pdf](#)
[21-22-019R Project 21052 SCALP 21-22 \(Resolution\).pdf](#)

Agreement to Distribute Proceeds from Stop Child Abuse License Plate And Voluntary Contribution Program

This AGREEMENT is entered into by and between the Florida Network of Children's Advocacy Centers, Inc., a not-for-profit corporation qualified to do business in Florida (hereinafter referred to as the "FNCAC"), and the **Highlands County, a Political Subdivision of the State of Florida** a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes (hereinafter referred to as the "CAC"):

Recitals

WHEREAS, Section 320.08058(40), Florida Statutes, provides that the FNCAC shall distribute its share of the proceeds from the sale of the "Stop Child Abuse" license plate among the children's advocacy centers in Florida that meet the standards set forth in Section 39.3035, Florida Statutes;

WHEREAS, Section 320.02(16)(n), Florida Statutes, provides that the FNCAC shall distribute the proceeds from the Voluntary Contribution Program equitably among the network members, as determined by the board of directors of the FNCAC;

WHEREAS, Section 39.3035(4), Florida Statutes, provides that a children's advocacy center within this state may not receive any state funds administered by a state agency, or any other funds appropriated by the Legislature unless all of the standards of subsection 39.3035(2), F.S. are met and the screening requirement of subsection 39.3035(3), Florida Statutes, is met; and

WHEREAS, Section 39.3035(4), Florida Statutes, provides that the FNCAC shall be responsible for tracking and documenting compliance with subsections 39.3035(2) and (3), Florida Statutes, for any of the funds it administers to member child advocacy centers.

THEREFORE, the FNCAC and the CAC, in consideration of the mutual promises contained in this Agreement, agree as follows:

Section 1. TERM OF THE AGREEMENT

The AGREEMENT will be effective on July 1, 2021 and will continue until June 30, 2022.

Section 2. AMOUNT OF AWARD

The amount of funds awarded the CAC pursuant to the Stop Child Abuse License Plate under this Agreement from the FNCAC shall be \$2,046.08. The amount of the funds awarded the CAC pursuant to the Voluntary Contribution Program under this Agreement from the FNCAC shall be \$1,242.44. The funds will be distributed to the CAC upon execution of this agreement.

Section 3. COMPLIANCE WITH STATUTORY REQUIREMENTS

By signing this Agreement, the CAC affirms that it complies with all of the standards set forth in Section 39.3035(2) and the screening requirements set forth in Section 39.3035(3), Florida Statutes. If, during the term of this Agreement, the CAC fails to comply with the standards or screening requirements set forth in subsections (2) and (3) of Section 39.3035, Florida Statutes, the CAC shall immediately notify the FNCAC. Failure to comply with those standards and screening requirement shall require the CAC to refund all unused funds awarded under this Agreement to the FNCAC.

Section 4. BUDGET

Upon the execution of this agreement, the CAC shall submit to the FNCAC, on the form attached to this agreement as EXHIBIT A, which is incorporated herein by reference, a budget and a narrative describing how the funds awarded under this Agreement will be used during the fiscal year.

Section 5. DELIVERABLES

The CAC shall submit to the FNCAC, on the form attached to this agreement as EXHIBIT B, which is incorporated herein by reference, a deliverable report and documentation due no later than July 31, 2022. The Deliverable Report along with backup documentation shall be submitted via Track-It! Track-It! is an electronic document management system for providers to utilize in the submission of reports and other documents to the FNCAC. The Track-It! URL is: <https://trackit.fncac.org:9001/TrackItWeb/SelfService>. The CAC agrees to maintain and timely submit the report and documentation. Failure to do so, may require repayment of any or all funds. Retain agreement and reports for 6 years.

Section 6. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein and all prior representations, statements, negotiations and undertakings are superseded or restated herein. No amendment to this agreement shall be affected unless it is in writing and signed by the CAC and an authorized corporate officer or employee of the FNCAC.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day, month and year written above.

Florida Network of Children's Advocacy Center

Highlands County, a Political Subdivision of the State of Florida

Cindy Vallely
Executive Director

Signature of Authorized Representative

Date

Date

Print Name of Authorized Representative

Title



EXHIBIT A

License Plate and Voluntary Contribution Budget FY 21-22

Please complete the highlighted sections

Legal CAC Name:

CAC Number:

Funds are intended for the purposes of providing prevention and intervention services to child victims . Below, please choose which category (categories) the CAC will use the funds for and provide information including the amount of funds to be used:

License Plate Funds	Voluntary Contribution Funds
1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:	1) Description of prevention or intervention services that will be provided and anticipated number of children to be served:
2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference for 2022):	2) If utilizing these funds for equipment purchases or to attend trainings to enhance the skills of staff providing prevention or intervention services, please provide a brief description (note: funds may be used for KAK Conference for 2022):
3) Other uses - Please provide a brief explanation:	3) Other uses - Please provide a brief explanation:

Signature

Sarah E. Rogers

CAC Manager

Printed Name & Title

Cindy Vallely, FNCAC Executive Director

Date



EXHIBIT B

License Plate and Voluntary Contribution FY21-22

Deliverable Report

Due July 31, 2022

Please complete the highlighted sections

Legal CAC Name:

CAC Number:

Due July 31, 2022. Provide backup documentation and upload Deliverable Report & documentation to Track-It!

License Plate Funds	Voluntary Contribution Funds
1) Type of prevention or intervention services that were provided and number of children served:	1) Type of prevention or intervention services that were provided and number of children served:
2) Equipment purchased or trainings attended:	2) Equipment purchased or trainings attended:
3) Other:	3) Other:

Printed Name & Title

Signature

Reviewed by (FNCAC):

Date Reviewed

RESOLUTION NO. 21-22- _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING
THE AMENDMENT TO THE GENERAL FUND.**

WHEREAS, Section 129.06, Florida Statute (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate funding in the amount of \$3,288.52 for project 21052 SCALP 21/22 that will be received from the Florida Network of Children's Advocacy Center; and

WHEREAS, the funds must be appropriated to be used to pay for direct services to victims of child abuse or their family members.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 21-22-019 is hereby approved and authorized.

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

Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Richard Fleeger and Sarah Albritton, Parks & Facilities Management

SUBJECT/TITLE: Request Approval of Budget Amendment 21-22-020 for Improvements and Construction of Mooring Docks from the Florida Boating Improvement Fund.

STATEMENT OF ISSUE

The State of Florida dedicated a state revenue source for funding construction and repairs to benefit boaters for public use of our lakes. These fees are collected by the Tax Collector's office via vessel registrations and are deposited into the Florida Boating Improvement Fund #143. Each year, the estimated revenues and expenses are budgeted as part of the adopted budget for the fiscal year. Facilities are inspected each year for needed repairs and improvements and are placed on a priority list in accordance with current conditions and public need. As vessel registration monies are received, the improvements of highest priority are built or repaired.

This budget amendment will set up transfer funding for four projects. Improvements of mooring docks at Arbuckle Creek (Burn-out-Bridge), Lake Istokpoga (Boggy Branch) and Lake Josephine (2). The fourth project is for the construction of boat mooring dock at Lake Huntley on Anderson St.

RECOMMENDED ACTION

Approve Budget Amendment 21-22-020 for Improvements and Construction of Mooring Docks from the Florida Boating Improvement Fund.

FISCAL IMPACT

There is no fiscal Impact to Fund 143 (Florida Boating Improvement Trust) as this budget amendment is merely assigning a project number to a portion of the adopted funding in Cost Center 6103, Account 56300 to Account 54600Z in the amount of \$15,950.00.

Attachments: [21-22-020 Project 21051 Boat Dock Improv 21-22 \(BA\).pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2021.

STATEMENT OF ISSUE

Commissioners serve as liaisons or voting members on various boards and committees. Most board and committee assignments may be designated by the Board Chair; however, the Value Adjustment Board, Career Source Board, the 10 County Coalition for Lake Okeechobee and the Small County Coalition require a vote of the Board for appointment due to the committee by-laws or State statutes governing those particular boards or committees. The suggested appointments are as follows:

Value Adjustment Board (VAB) (two liaisons needed) - Commissioner Scott Kirouac and Commissioner Chris Campbell

Career Source Board - Commissioner Kevin Roberts

10 County Coalition for Lake Okeechobee - Commissioner Arlene Tuck

Small County Coalition (two liaisons needed) - Commissioner Chris Campbell and Commissioner Arlene Tuck.

RECOMMENDED ACTION

Move to approve the appointments of Commissioner Scott Kirouac and Commissioner Chris Campbell to the Value Adjustment Board, Commissioner Kevin Roberts to the Career Source Board, Commissioner Arlene Tuck to the 10 County Coalition for Lake Okeechobee and Commissioner Chris Campbell and Commissioner Arlene Tuck to the the Small County Coalition for 2021.

FISCAL IMPACT

No fiscal impact

Attachments: [21-22 Committee Liaison Appointments.1.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COMMITTEE LIAISON APPOINTMENT PREFERENCE FORM

2021-2022

	Committee Name	Meeting Frequency & Info	2021 Liaison(s)
1	Affordable Housing Advisory Committee	Meetings vary, based on availability	Kirouac
2	Canvassing Board - 2 Members needed	At the call of Supervisor of Elections	Kirouac/Campbell
3	Central FL Regional Planning Council	Monthly - 2nd Wed. @ 9:30am	Rapp
4	Children's Services Council	Monthly - 4th Wed. @ 7:30am	Roberts
5	EDC / IDA	Monthly - 2nd Wed. @ 7:30am	Rapp
6	FHERO	Every other month, 1st Mon. @ 2:00 p.m.	Rapp
7	Extension Advisory Council	3x/yr. - 4th Tues. of Jan., May & Sept.	Kirouac
8	Highlands Co. Soil & Water Conservation Dist.	Monthly - 1st Tues. @ 3:00pm	Kirouac
9	Heartland Library Cooperative	Quarterly - 2nd Wed. @ 10am	Tuck
10	Historic Preservation Commission	Quarterly - 2nd Thur. @ 2:30pm	Rapp
11	Hospital District Board	Quarterly - 3rd Thur. @ 1:15pm	Roberts
12	Insurance Committee	As Needed - Thursdays @ 10am	Campbell
13	Lake Istokpoga Management Committee	Quarterly - 2nd Thur. @ 9am	Rapp
14	Natural Resources Advisory Committee	Monthly - 4th Wed. @ 4pm	Roberts
15	Public Safety Coordinating Council	Quarterly - 4th Tues. @ 7:30am	Roberts
16	Recreation & Parks Advisory Committee	Quarterly - 3rd Thur. @ 2pm	Rapp
17	Sebring Airport Authority	Monthly - 3rd Thur. @ 1pm	Rapp
18	Southwest Florida Water Management District	Monthly Mtngs. - Liaison as needed	Kirouac
19	South Florida Water Management District	Monthly Mtngs. - Liaison as needed	Campbell
20	Sun n' Lakes of Sebring Improvement Dist.	Monthly - 2nd & 4th Fri. @ 9am	Kirouac
21	Tourist Development Council	Monthly - Last Thur. @ 8:15am	Campbell
22	Transportation Disadvantaged	Quarterly - 2nd Wed. @ 1:30pm	Tuck
23	Veterans' Services Advisory Committee	Monthly - 1st Thur. @ 3:30pm	Tuck
24	10-County Coalition for Lake Okeechobee	Quarterly - Last Fri. @ 10:00 am	Tuck
25	CareerSource Heartland Executive Board	Monthly - ?@ 1:30 pm	Roberts
26	Small County Coalition - 2 Members needed	Meet as needed - 4 times/year	Campbell/Tuck
27	Value Adjustment Board	Sept./Oct. @ call of Prop. Appraiser	Kirouac/Campbell

Notes:

- 1 Denotes Committee normally, but not always, represented by Chair & Vice-Chair, depending on elections.
- 2 Denotes Committees normally represented by that district / area's representative county commissioner
- 3 Denotes Committees voted on by the entire board at a regular meeting -- please still indicate preference on these.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Gift Agreement for the donation installation of five (5) new score boards in various locations at the Highlands County Sports Complex for use as Highlands County deems appropriate in its sole discretion.

STATEMENT OF ISSUE

The Donor hereby pledges to give Highlands County five (5) new score boards, valued by the Donor in the total amount of Twenty-two Thousand Dollars (\$22,000) ("Donation") for the purposes and intentions set forth herein. In addition, the Donor shall ensure that the one (1) year remote equipment warranty and the five (5) year score board parts warranty are fully assigned to and accessible to Highlands County. It is understood and agreed that the Donation will be used for the following purpose or purposes: Donation installation in various locations at the Highlands County Sports Complex for use as Highlands County deems appropriate in its sole discretion.

RECOMMENDED ACTION

Move to approve the Gift Agreement for the donation installation of five (5) new score boards in various locations at the Highlands County Sports Complex for use as Highlands County deems appropriate in its sole discretion.

FISCAL IMPACT

There is no direct fiscal impact to the donation of five (5) new score boards.

Attachments: [Donation Agreement_Scoreboards.pdf](#)

DONATION AGREEMENT

This Gift Agreement ("Agreement") is made by and between Carmelo E. Garcia, and the heirs, successors and assigns thereof (hereinafter referred to as "Donor"), and the Highlands County, Florida, 600 S. Commerce Avenue, Florida 33875. The Donor and Highlands County agree as follows:

1. **Commitment.** The Donor hereby pledges to give Highlands County five (5) new score boards, valued by the Donor in the total amount of Twenty-two Thousand Dollars (\$22,000) ("Donation") for the purposes and intentions set forth herein. In addition, the Donor shall ensure that the one (1) year remote equipment warranty and the five (5) year score board parts warranty are fully assigned to and accessible to Highlands County.
2. **Purpose.** It is understood and agreed that the Donation will be used for the following purpose or purposes: Donation installation in various locations at the Highlands County Sports Complex for use as Highlands County deems appropriate in its sole discretion.
3. **Special Consideration.**
 - A. In consideration for the Donation, for a five (5) year period commencing on January 1, 2022, and expiring on December 31, 2026, the County agrees to allow the Donor to place a banner at the Highlands County Sports Complex which identifies the complex as the "Home of the Highlands County Thunder, AAISL Sports League".
 - B. The size and placement of the banner shall be agreed to by the parties and shall be in compliance with all applicable County Policies and/or Codes.
 - C. The Donor shall be responsible for maintaining the banner to ensure a neat and clean appearance at all times, free of fading, peeling, tears and/or deterioration of any kind. In the event Donor fails to adequately maintain the banner, the County may remove the same until a replacement banner is provided by the Donor.
 - D. For the five (5) year period beginning January 1, 2022, and ending on December 31, 2026, the Donor shall have the right to advance reserve the Highlands County Sports Complex for Highlands County Thunder AAISL Sports League games, practices, and tournaments, provided that such reservations are made on or before December 1, of the preceding year. It is understood that the reservations for the 2022, season will be made as soon as practical following the approval of this Agreement. To secure such advance reservations, Donor must pay any and all applicable County fees for the reservation and use of the Highlands County Sports Complex which are in effect at the time each reservation is made.
4. **Donation Deadline.** It is understood and agreed that the Donation will be provided to the County on or before January 1, 2022.
5. **Intent.** The Donor agrees and acknowledges that it is voluntarily making the Donation and does not expect anything in return for the Donation other than the purpose limitations set forth in this Agreement.
6. **Binding Effect.** It is the agreement of the parties and the intention of the Donor that the Donation and any promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity, including, without limitation, against the Donor and the Donor's estate, heirs and personal representatives, successors and assigns. The Donor acknowledges that Highlands County has substantially relied, and shall continue to rely, on the Donor's Donation being fully satisfied as set forth herein. The

Donor further acknowledges Highlands County has committed substantial resources of its own in reliance of the Donation.

7. **Future Changed Circumstances.** If, in the opinion of Highlands County, all or part of this Donation cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it is understood and agreed that Highlands County may use the Donation for any related purpose which in the opinion of Highlands County will most nearly accomplish the Donor's wishes.
8. **Amendment.** By mutual agreement of the parties, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written, signed amendment which shall form part of this Agreement.
9. **Morality Clause.** If at any time the Donor, or his, her or its name, may compromise the public trust or the reputation of Highlands County, including acts of moral turpitude; if at any time the Donor fails to conduct himself, herself or itself without due regard to public morals and decency, or if the Donor commits any act or becomes involved in any situation, or occurrence tending to degrade the Donor in the community, which brings the Donor into public contempt or scandal, or which materially and adversely affects the reputation or business of Highlands County, whether or not information in regard thereto becomes public, the County has the right to remove the name of the Donor from any County property or facility or return the Donation, as determined in the sole discretion of the County.
10. **Entire Agreement, Applicable Law and Venue.** This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Florida. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement. The parties agree that venue for any cause of action under this Agreement shall be in Highlands County, Florida.

Signatures on Following Page

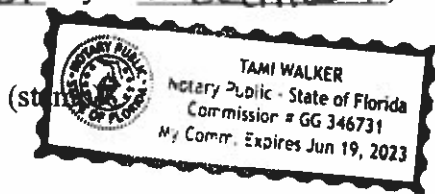
IN WITNESS WHEREOF, this Assignment is hereby made effective this 1 day of December, 2021.

[DONOR]

By: [Signature]
Carmelo E. Garcia

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Carmelo E. Garcia, who personally swore or affirmed that he is authorized to execute this Agreement and who is personally known to me or who produced D.I. as identification, and who did/did not take an oath this 1st day of December, 2021.



[Signature]
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

[Signature]
Kathleen G. Rapp
Chairman

Attest:

[Signature]
Jerome Kaszubowski
Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: County Administrator Randy Vosburg

SUBJECT/TITLE: Request approval to cancel the first regular Board meeting and meeting of the Special Districts of 2022.

STATEMENT OF ISSUE

If approved, this action will result in a minor change to the 2022 meeting schedule previously adopted by the Board on September 21, 2021.

RECOMMENDED ACTION

Move approval to cancel the regular Board meeting and meeting of the Special Districts scheduled for Tuesday, January 4, 2022.

FISCAL IMPACT

No fiscal impact

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Richard Fleeger, Facilities Superintendent

SUBJECT/TITLE: Request approval of budget amendment 21-22-007 to move funds into project 21031 to replace chiller for the courthouse.

STATEMENT OF ISSUE

This budget amendment is necessary to provide funds to replace the failing chiller at the courthouse.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-007 for Project 21031 for replacement of the courthouse chiller.

FISCAL IMPACT

The fiscal impact for the replacement of the Courthouse Chiller is \$140,455.89.

Attachments: [21-22-007 Project 21031 Courthouse Chiller \(BA\).pdf](#)

November 2, 2021

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 10/29/2021

SUBMITTED BY: **Ric Fleeger**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **2672A**

PROJECT(S) #: **21031** PROJECT TITLE(S): **Courthouse Chiller** COST CENTER TITLE(S): **Facilities Management 151**

*list additional cost centers on reverse side of form

[illegible]

REASON: Emergency replacement of a Courthouse Chiller being funded from the County Facility Improvements set-a-side funds.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-007

TRANSFER TYPE:

Approval

ACTION:

Denial

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
<u> </u>	RESERVE
<u> </u>	BY RESOLUTION
<u> </u>	SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

Date: / /

DATE: / /

Distribution: Accounting Purchasing Department

Form Revised 10/11/2010

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: The redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.

STATEMENT OF ISSUE

The Board of County Commissioners (BOCC) held meetings on November 2nd and 16th, 2021, regarding the redistricting of the County Commissioners' Districts based on the 2020 Census Data. Staff presented two options at those meetings. On November 16, 2021, the BOCC directed staff to utilize Option 1 when dividing the county into five County Commissioners' Districts. Specifically, (1) article VIII, section (1)(e) of the Florida Constitution provides that "after each decennial census the board of county commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable," and (2) section 124.01, Florida Statutes provides that "there shall be five county commissioners' districts in each county, which shall be numbered one to five, inclusive, and shall be as nearly equal in proportion to population as possible." Section 124.01 goes on to say that changes in county commissioner districts "shall be made only in odd-numbered years." The Board should complete the redistricting process before the end of 2021.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 21-22-27 the five district blocks and district block groups description changing the boundaries of the existing County Commissioners' Districts into five districts of contiguous territory as nearly equal in population as practicable, per Chapter 124, Florida Statutes, and transmitting Resolution 21-22-27 to the Florida Department of State becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Staff Analysis.pdf](#)
[Redistricting Resolution.pdf](#)

STAFF ANALYSIS:

The County has utilized the following generally accepted measures for redistricting in the past:

- The districts shall be equal in population to each other within a range of 5% over or under the mean or ideal population. Highlands County's 2020 Census population is 101,235. This equates to a mean or ideal district population of 19,757 (101,235 divided by 5 districts).
- The district boundaries shall, as much as possible, not divide a political subdivision, a neighborhood, or areas of similar nature.
- The district boundaries shall be discernable by identifiable features on the ground, i.e., a street or a railroad.
- The districts shall be contiguous and as compact as practical.
- Census blocks should be utilized when redistricting, which may impact some of the above generally accepted measures.

All districts, except District 4 grew in population between the 2010 and the 2020 Census. However, District 3 grew at a disproportionately larger rate.

District	County Commissioner	2010 Census Population	2020 Census Population	Growth	Percent Growth
1	Kevin Roberts	19,147	19,171	24	0.13%
2	Kathy Rapp	20,045	20,743	698	3.36%
3	Scott Kirouac	20,175	21,327	1152	5.40%
4	Arlene Tuck	19,782	19,579	-203	-1.04%
5	Chris Campbell	19,637	20,415	778	3.81%

An analysis of the 2020 Census population utilizing the current district boundaries revealed the following:

Current District	2020 Census Population	Ideal District Population	Absolute Deviation	Deviation Percentage Variance
1	19,171	20,247	1,076	5.31%
2	20,743	20,247	496	2.45%
3	21,327	20,247	1,080	5.33%
4	19,579	20,247	668	3.30%
5	20,415	20,247	168	0.83%

The population for Districts 1 and 3 is 5.31% and 5.33%, respectively, larger than the "ideal district population" and is outside of the County's accepted practice of a 5% deviation limit.

At the November 16, 2021 Board meeting, the Board directed staff to utilize Option 1 for redistricting.

Option 1 Proposed Districts

District Boundaries were redrawn adjusting population from all. This scenario is successful in minimally dividing political subdivisions, maintaining neighborhood integrity, and meets the population deviation target of not more than 5%. The following chart illustrates the populations and resulting deviations from the ideal number.

Proposed District	2020 Census Population	Ideal District Population	Absolute Deviation	Absolute Deviation Percentage Variance
1	20,425	20,247	178	0.88%
2	19,526	20,247	721	3.56%
3	20,998	20,247	751	3.71%
4	20,129	20,247	118	0.58%
5	20,157	20,247	90	0.44%

RESOLUTION 21-22- 27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE BOUNDARIES OF THE COUNTY COMMISSION DISTRICTS FOR HIGHLANDS COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REVISED COUNTY COMMISSION DISTRICTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, Section 1 and Florida Statutes, Section 124.01, the Highlands County Board of County Commissioners is comprised of five county commission districts; and

WHEREAS, such county commission districts shall be contiguous territory and as nearly equal in proportion as possible; and

WHEREAS, after each decennial census the division of the commission districts shall be redistributed to be as nearly equal in population as practicable, with changes being made in odd numbered years; and

WHEREAS, the census data for the 2021 redistricting process has been released.

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. Revised County Commission Districts.

A. The Census Bureau uses geographic levels to classify information. The smallest unit with complete information is called a Block. Block numbers have 15 digits and are grouped together in Block Groups which have 12 digits. The Highlands County Commission Districts are organized by Blocks and Block Groups.

B. The Highlands County Board of County Commissioners shall be comprised of five members, one from each of five county commission districts as set forth hereafter:

- DISTRICT 1. The area encompassed by the boundary described in **Exhibit "A"** attached hereto shall be District 1.
- DISTRICT 2. The area encompassed by the boundary described in **Exhibit "B"** attached hereto shall be District 2.
- DISTRICT 3. The area encompassed by the boundary described in **Exhibit "C"** attached hereto shall be District 3.
- DISTRICT 4. The area encompassed by the boundary described in **Exhibit "D"** attached hereto shall be District 4.
- DISTRICT 5. The area encompassed by the boundary described in **Exhibit "E"** attached hereto shall be District 5.

The revised District boundaries are depicted on **Exhibit "F"** attached hereto.

C. The populations in each District are based upon the most recent decennial Federal census and are as nearly as equal in population as practicable, as set forth below:

DISTRICT 1 – 20,425

DISTRICT 2 – 19,526

DISTRICT 3 – 20,998

DISTRICT 4 – 20,129

DISTRICT 5 – 20,157

D. The District boundaries as set forth herein coincide with other governmental entities, including the Highlands County School Board, congressional districts and state legislative districts, as well as existing voting precincts so as to assist members of the public and avoid confusion.

E. Each incumbent County Commissioner continues to reside in the same numbered District both before and after this change in the description of boundaries and that the incumbent County Commissioners shall serve from the Districts set forth below with such term expiring during the year indicated:

DISTRICT 1 – Kevin Roberts – 2024

DISTRICT 2 – Kathy Rapp – 2022

DISTRICT 3 – Scott Kirouac – 2024

DISTRICT 4 – Arlene Tuck – 2022

DISTRICT 5 – Chris Campbell - 2024

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

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

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

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

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

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

SECTION 9. Directions to Clerk and County Administrator.

A. Following adoption of this Resolution, the same shall be recorded by the Clerk of the Circuit Court, in the official records of Highlands County, Florida.

B. The County Administrator shall cause a certified copy thereof to be published at least once a week for two consecutive weeks in a newspaper published in Highlands County, Florida, and thereafter such proof of publication shall be included as an informational item in the Minutes of the Board of County Commissioners of Highlands County, Florida, as required by Florida Statutes, Section 124.02.

C. The County Administrator shall transmit a certified copy of this Resolution to the Department of State as required by Florida Statutes, Section 124.03.

PASSED AND ADOPTED this 7th date of December, 2021.

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

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Exhibit "A"
DISTRICT 1

DISTRICT 1	120559601021022	120559601021070
BLOCK GROUPS	120559601021023	120559601021071
120559601041	120559601021024	120559601021072
120559601052	120559601021025	120559601021073
120559602001	120559601021026	120559601021074
120559602002	120559601021027	120559601021075
120559602003	120559601021028	120559601021076
120559602004	120559601021029	120559601021077
120559603001	120559601021030	120559601021078
120559603002	120559601021031	120559601021079
120559603003	120559601021032	120559601021080
120559603004	120559601021033	120559601021081
120559603005	120559601021034	120559601021082
120559604011	120559601021035	120559601021083
120559604012	120559601021036	120559601021084
120559604021	120559601021037	120559601021085
120559604022	120559601021038	120559601021086
120559604023	120559601021039	120559601021087
120559605011	120559601021040	120559601021088
DISTRICT 1	120559601021041	120559601021089
BLOCKS	120559601021042	120559601021090
120559601011043	120559601021043	120559601021093
120559601011049	120559601021044	120559601021094
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120559601011051	120559601021046	120559601021096
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120559605032000
120559605032001
120559605032002

Exhibit "B"
DISTRICT 2

DISTRICT 2 BLOCK	120559601011034	120559601011086
GROUPS	120559601011035	120559601011087
120559601012	120559601011036	120559601011088
120559610001	120559601011037	120559601042016
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DISTRICT 2	120559601011046	120559601042024
BLOCKS	120559601011047	120559601042025
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120559601011029	120559601011081	120559601043013
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120559601043036	120559607003026	120559609002013
120559601043037	120559607003027	120559609002015
120559601043039	120559607003028	120559609002016
120559601043042	120559607003029	120559609002017
120559601051015	120559607003030	120559609002018
120559601051016	120559607003031	120559609002019
120559601051017	120559607003032	120559609002023
120559601051018	120559607003033	120559609002024
120559601051019	120559607003034	120559609002026
120559601051020	120559607003035	120559609002027
120559601051021	120559607003036	120559609002028
120559601051022	120559607003037	120559609002030
120559601051023	120559607003038	120559609002032
120559601051024	120559607003039	120559609002034
120559601051025	120559607003040	120559609002035
120559601051028	120559607003042	120559610001007
120559601051032	120559607003043	120559610002000
120559601051033	120559607003044	120559610002001
120559607001000	120559607003045	120559610002002
120559607001001	120559607003046	120559610002003
120559607001002	120559607003047	120559610002004
120559607001003	120559607003048	120559610002005
120559607001005	120559609001000	120559610002006
120559607001006	120559609001001	120559610002007
120559607001025	120559609001002	120559610002008
120559607003000	120559609001003	120559610002009
120559607003001	120559609001004	120559610002010
120559607003002	120559609001005	120559610002012
120559607003004	120559609001006	120559610002013
120559607003005	120559609001007	120559610002014
120559607003006	120559609001008	120559610002015
120559607003007	120559609001009	120559610002016
120559607003008	120559609001010	120559610002017
120559607003009	120559609001011	120559610002018
120559607003010	120559609001012	120559610002019
120559607003011	120559609001013	120559610002020
120559607003012	120559609001014	120559610002021
120559607003013	120559609001015	120559610002022
120559607003014	120559609001016	120559610002023
120559607003015	120559609001017	120559610002024
120559607003016	120559609001018	120559610002025
120559607003017	120559609001030	120559610002026
120559607003018	120559609001047	120559610002027

120559610002028	120559612022004	120559612023039
120559610002029	120559612022005	120559612023040
120559610002030	120559612022006	120559612023041
120559610002031	120559612022007	120559612023042
120559610002032	120559612022010	120559612023043
120559610002033	120559612022011	120559612023044
120559610002034	120559612022013	120559612023045
120559610002035	120559612022014	120559612023046
120559610002036	120559612022015	120559615001000
120559610002037	120559612022020	120559615001038
120559610002038	120559612022021	120559615002000
120559610002039	120559612022024	120559615002001
120559610002040	120559612023000	120559615002002
120559610002041	120559612023001	120559615002003
120559610002042	120559612023002	120559615002004
120559610002043	120559612023003	120559615002007
120559610002044	120559612023004	120559615002009
120559610002045	120559612023005	120559615002037
120559610002046	120559612023006	120559615002038
120559610002047	120559612023007	120559615004000
120559610002048	120559612023008	120559615004001
120559610002049	120559612023009	120559615004002
120559610004038	120559612023010	120559615004003
120559611002010	120559612023011	120559615004004
120559611002013	120559612023012	120559615004005
120559611002017	120559612023013	120559615004006
120559611002018	120559612023014	120559615004007
120559611002019	120559612023015	120559615004008
120559611003000	120559612023016	120559615004009
120559611003002	120559612023017	120559615004010
120559611003003	120559612023018	120559615004011
120559611003024	120559612023019	120559615004012
120559612011003	120559612023020	120559615004013
120559612011004	120559612023021	120559615004014
120559612011005	120559612023022	120559615004015
120559612011006	120559612023023	120559615004016
120559612011007	120559612023024	120559615004017
120559612011008	120559612023025	120559615004018
120559612011009	120559612023026	120559615004019
120559612011010	120559612023028	120559615004020
120559612011011	120559612023029	120559615004021
120559612011012	120559612023030	120559615004022
120559612011013	120559612023031	120559615004023
120559612011014	120559612023032	120559615004024
120559612011015	120559612023033	120559615004025
120559612011047	120559612023034	120559615004026
120559612022000	120559612023035	120559615004027
120559612022001	120559612023036	120559615004028
120559612022002	120559612023037	120559615004029
120559612022003	120559612023038	120559615004030

120559615004031	120559615004083	120559615004133
120559615004032	120559615004084	120559615004134
120559615004033	120559615004085	120559615004135
120559615004034	120559615004086	120559615004136
120559615004035	120559615004087	120559615004137
120559615004036	120559615004088	120559615004138
120559615004037	120559615004089	120559615004139
120559615004038	120559615004090	120559615004140
120559615004039	120559615004091	120559615004141
120559615004040	120559615004092	120559615004142
120559615004041	120559615004093	120559617022000
120559615004042	120559615004094	120559617022001
120559615004043	120559615004095	120559617022002
120559615004044	120559615004096	120559617022003
120559615004045	120559615004097	120559617022004
120559615004046	120559615004098	120559617022005
120559615004047	120559615004099	120559617022006
120559615004050	120559615004100	120559617022007
120559615004051	120559615004101	120559617022008
120559615004052	120559615004102	120559617022009
120559615004053	120559615004103	120559617022010
120559615004054	120559615004104	120559617022011
120559615004055	120559615004105	120559617022012
120559615004056	120559615004106	120559617022013
120559615004057	120559615004107	120559617022014
120559615004058	120559615004108	120559617022015
120559615004059	120559615004109	120559617022016
120559615004060	120559615004110	120559617022017
120559615004061	120559615004111	120559617022018
120559615004062	120559615004112	120559617022019
120559615004063	120559615004113	120559617022020
120559615004064	120559615004114	120559617022021
120559615004065	120559615004115	120559617022022
120559615004066	120559615004116	120559617022023
120559615004067	120559615004117	120559617022024
120559615004068	120559615004118	120559617022025
120559615004069	120559615004119	120559617022026
120559615004070	120559615004120	120559617022027
120559615004071	120559615004121	120559617022028
120559615004072	120559615004122	120559617022029
120559615004073	120559615004123	120559617022030
120559615004074	120559615004124	120559617022031
120559615004075	120559615004125	120559617022032
120559615004076	120559615004126	120559617022033
120559615004077	120559615004127	120559617022034
120559615004078	120559615004128	120559617022035
120559615004079	120559615004129	120559617022036
120559615004080	120559615004130	120559617022037
120559615004081	120559615004131	120559617022038
120559615004082	120559615004132	120559617022039

120559617022040
120559617022041
120559617022042
120559617022043
120559617022044
120559617022045
120559617022046
120559617022047
120559617022048
120559617022049
120559617022050
120559617022051

120559617022052
120559617022053
120559617022056
120559617022057
120559617022058
120559617022059
120559617022060
120559617022071
120559617022072
120559617022073
120559617022074
120559617022075

120559617022076
120559617022077
120559617022078
120559617022079
120559617022080
120559617022081
120559617022082
120559617022088
120559617022089
120559617022091

Exhibit "C"
DISTRICT 3

DISTRICT 3	120559605032023	120559605032070
BLOCK GROUPS	120559605032024	120559605032071
120559605031	120559605032025	120559605032072
120559605033	120559605032026	120559605032073
120559605041	120559605032027	120559605032074
120559605042	120559605032028	120559605032075
120559607002	120559605032029	120559605032076
120559608001	120559605032030	120559605032077
120559608002	120559605032031	120559605032078
120559608003	120559605032032	120559605032079
120559611001	120559605032033	120559605032080
DISTRICT 3	120559605032034	120559605032081
BLOCKS	120559605032035	120559605032082
120559601043015	120559605032036	120559605032083
120559601043016	120559605032037	120559605032084
120559601043017	120559605032038	120559605032085
120559601043018	120559605032039	120559605032086
120559601043024	120559605032040	120559605032087
120559601043025	120559605032041	120559605032088
120559601043026	120559605032042	120559605032089
120559601043027	120559605032043	120559605032090
120559601043028	120559605032044	120559605032091
120559601043029	120559605032045	120559605032092
120559601043034	120559605032046	120559605032093
120559601043038	120559605032047	120559605032094
120559601043040	120559605032048	120559605032095
120559601043041	120559605032049	120559605032096
120559605032003	120559605032050	120559605032097
120559605032004	120559605032051	120559605032098
120559605032005	120559605032052	120559605032099
120559605032006	120559605032053	120559605032100
120559605032007	120559605032054	120559605032101
120559605032008	120559605032055	120559605032102
120559605032009	120559605032056	120559605032103
120559605032010	120559605032057	120559605032104
120559605032011	120559605032058	120559605032105
120559605032012	120559605032059	120559605032106
120559605032013	120559605032060	120559605032107
120559605032014	120559605032061	120559605032108
120559605032015	120559605032062	120559605032109
120559605032016	120559605032063	120559605032110
120559605032017	120559605032064	120559605032111
120559605032018	120559605032065	120559605032112
120559605032019	120559605032066	120559605032113
120559605032020	120559605032067	120559605032114
120559605032021	120559605032068	120559605032115
120559605032022	120559605032069	120559605032116

120559605032117	120559606023017	120559607001034
120559605032118	120559606023018	120559607001035
120559605032119	120559606023019	120559607001036
120559605032120	120559606023020	120559607001037
120559605032121	120559606023021	120559607001038
120559605032122	120559606023022	120559607001039
120559605032123	120559606023023	120559607003003
120559605032124	120559606023024	120559607003041
120559605032125	120559606023025	120559607003049
120559605032126	120559606023026	120559609001019
120559605032127	120559606023027	120559609001020
120559605032128	120559606023028	120559609001021
120559605032129	120559606023029	120559609001022
120559605032130	120559606023030	120559609001023
120559605032131	120559606023031	120559609001024
120559605032132	120559606023032	120559609001025
120559605032133	120559606023033	120559609001026
120559605032134	120559606023034	120559609001027
120559605032135	120559606023035	120559609001028
120559605032136	120559606023036	120559609001029
120559605032137	120559606023037	120559609001031
120559605032138	120559606023038	120559609001032
120559605032139	120559606023039	120559609001033
120559605032140	120559606023040	120559609001034
120559605032141	120559607001004	120559609001035
120559605032143	120559607001007	120559609001036
120559605032144	120559607001008	120559609001037
120559605032145	120559607001009	120559609001038
120559605032146	120559607001010	120559609001039
120559605032147	120559607001011	120559609001040
120559605032148	120559607001012	120559609001041
120559605032149	120559607001013	120559609001042
120559606011000	120559607001014	120559609001043
120559606011001	120559607001015	120559609001044
120559606011002	120559607001016	120559609001045
120559606011015	120559607001017	120559609001046
120559606011021	120559607001018	120559609001049
120559606011022	120559607001019	120559609001050
120559606011023	120559607001020	120559609001051
120559606022000	120559607001021	120559609001052
120559606022001	120559607001022	120559609001053
120559606022004	120559607001023	120559609001054
120559606022005	120559607001024	120559609001055
120559606022006	120559607001026	120559609002003
120559606022021	120559607001027	120559609002004
120559606023000	120559607001028	120559609002005
120559606023001	120559607001029	120559609002006
120559606023013	120559607001030	120559609002007
120559606023014	120559607001031	120559609002008
120559606023015	120559607001032	120559609002009
120559606023016	120559607001033	120559609002014

120559609002020	120559611003001	120559612011037
120559609002021	120559611003004	120559612011038
120559609002022	120559611003005	120559612011039
120559609002025	120559611003006	120559612011040
120559609002029	120559611003007	120559612011041
120559609002031	120559611003008	120559612011042
120559609002033	120559611003009	120559612011043
120559609002036	120559611003010	120559612011044
120559609002037	120559611003011	120559612011045
120559609002038	120559611003012	120559612011046
120559609002039	120559611003013	120559612022008
120559609002040	120559611003014	120559612022009
120559609002041	120559611003015	120559612022012
120559609002042	120559611003016	120559612022016
120559609002043	120559611003017	120559612022017
120559609002044	120559611003018	120559612022018
120559609002045	120559611003019	120559612022019
120559609002046	120559611003020	120559612022022
120559609002047	120559611003021	120559612022023
120559609002048	120559611003022	120559612022025
120559609002049	120559611003023	120559612023027
120559609002050	120559611003025	120559613011000
120559609002051	120559611003026	120559613011001
120559609002052	120559611003027	120559613011002
120559609002053	120559611003028	120559613011003
120559609002054	120559611003029	120559613011004
120559609002055	120559611003030	120559613011005
120559609002056	120559612011000	120559613011006
120559609002057	120559612011001	120559613011007
120559609002058	120559612011002	120559613011008
120559609002059	120559612011016	120559613011009
120559609002060	120559612011017	120559613011010
120559609002061	120559612011018	120559613011012
120559609002062	120559612011019	120559613011013
120559609002063	120559612011020	120559613011015
120559610002011	120559612011021	120559613011016
120559611002000	120559612011022	120559613011064
120559611002001	120559612011023	120559613031000
120559611002002	120559612011024	120559613031019
120559611002003	120559612011025	120559613031028
120559611002004	120559612011026	120559613031033
120559611002005	120559612011027	120559613031034
120559611002006	120559612011028	120559613031054
120559611002007	120559612011029	120559613031055
120559611002008	120559612011030	120559613031056
120559611002009	120559612011031	120559613031057
120559611002011	120559612011032	120559613031059
120559611002012	120559612011033	120559613031062
120559611002014	120559612011034	120559613031064
120559611002015	120559612011035	120559613041001
120559611002016	120559612011036	120559613042000

120559613042001
120559613042009
120559613042011
120559613042012

120559613042014
120559613042017
120559613042024
120559613042026

120559613042027
120559613042035
120559613043001
120559613043003

Exhibit "D"
DISTRICT 4

DISTRICT 4	120559614021018	120559615002030
BLOCK GROUPS	120559614021019	120559615002031
120559614012	120559614021020	120559615002032
120559614022	120559614021021	120559615002033
120559615003	120559614021022	120559615002034
120559616011	120559614021023	120559615002035
120559616021	120559614021024	120559615002036
120559616041	120559614021025	120559615002039
120559616042	120559614021026	120559615002040
120559616051	120559614021027	120559615002041
120559616052	120559614021028	120559615002042
120559616053	120559614021029	120559615002043
120559617011	120559615002005	120559615002044
120559617012	120559615002006	120559615004048
120559617013	120559615002008	120559615004049
120559617021	120559615002010	120559617022054
DISTRICT 4	120559615002011	120559617022055
BLOCKS	120559615002012	120559617022061
120559614011059	120559615002013	120559617022062
120559614011060	120559615002014	120559617022063
120559614011061	120559615002015	120559617022064
120559614011062	120559615002016	120559617022065
120559614021005	120559615002017	120559617022066
120559614021006	120559615002018	120559617022067
120559614021007	120559615002019	120559617022068
120559614021008	120559615002020	120559617022069
120559614021009	120559615002021	120559617022070
120559614021010	120559615002022	120559617022083
120559614021011	120559615002023	120559617022084
120559614021012	120559615002024	120559617022085
120559614021013	120559615002025	120559617022086
120559614021014	120559615002026	120559617022087
120559614021015	120559615002027	120559617022090
120559614021016	120559615002028	
120559614021017	120559615002029	

Exhibit "E"
DISTRICT 5

DISTRICT 5	120559606022008	120559613011038
BLOCK GROUPS	120559606022009	120559613011039
120559606012	120559606022010	120559613011040
120559606021	120559606022011	120559613011041
120559606024	120559606022012	120559613011042
120559613012	120559606022013	120559613011043
120559613013	120559606022014	120559613011044
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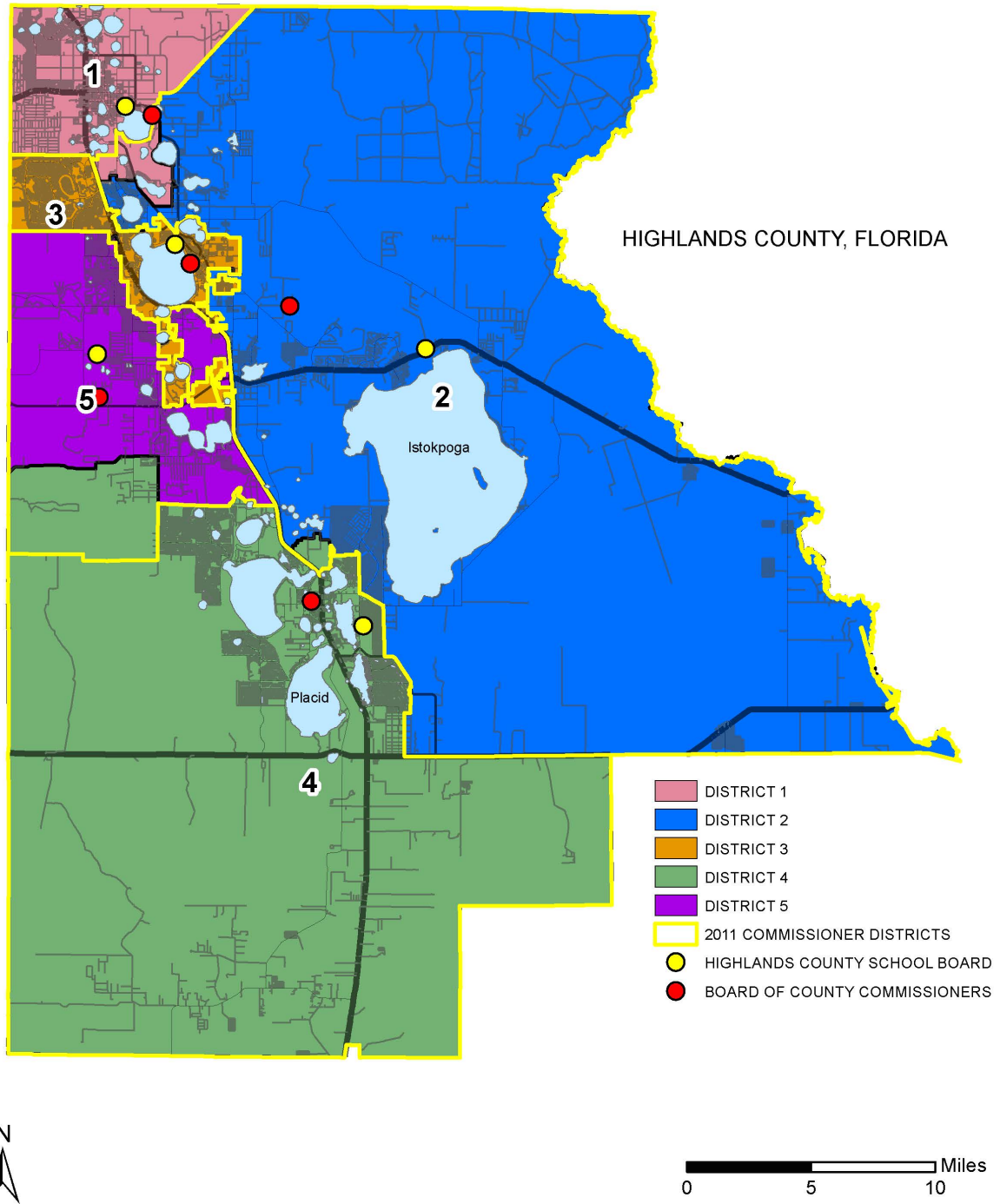
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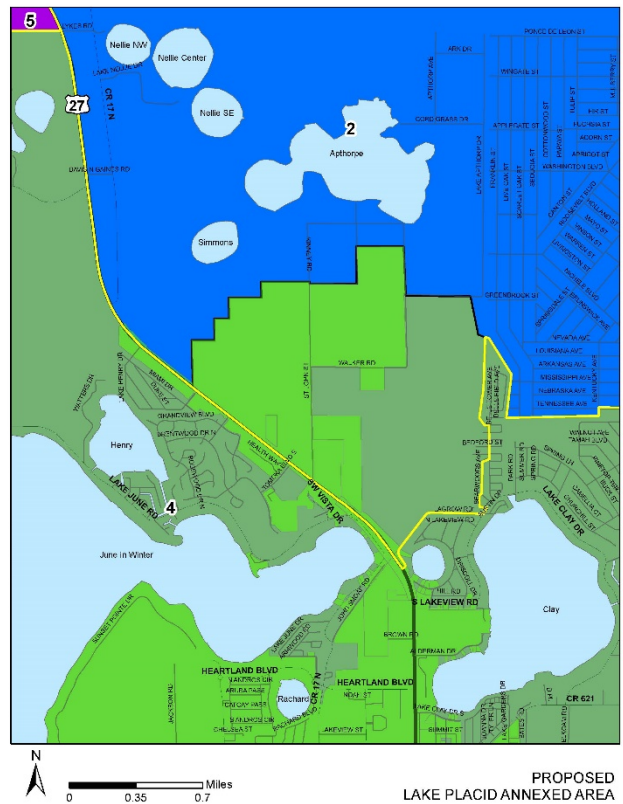
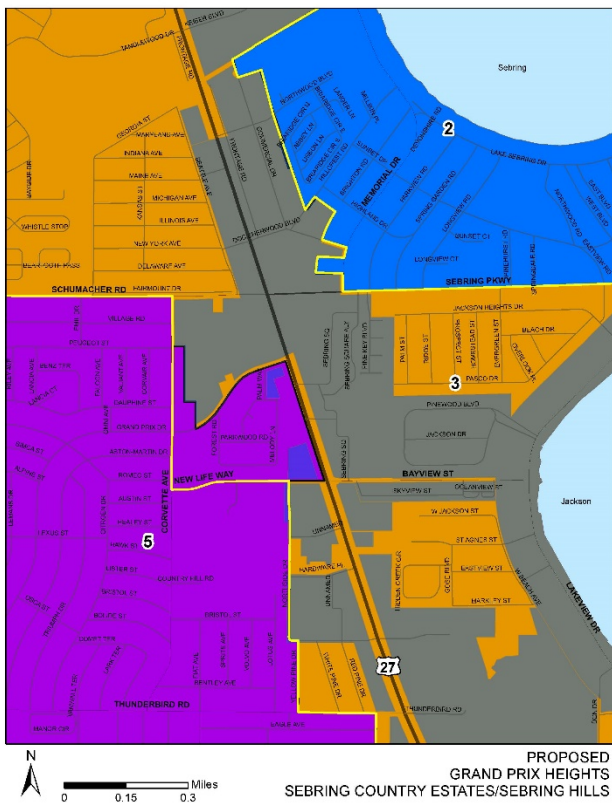
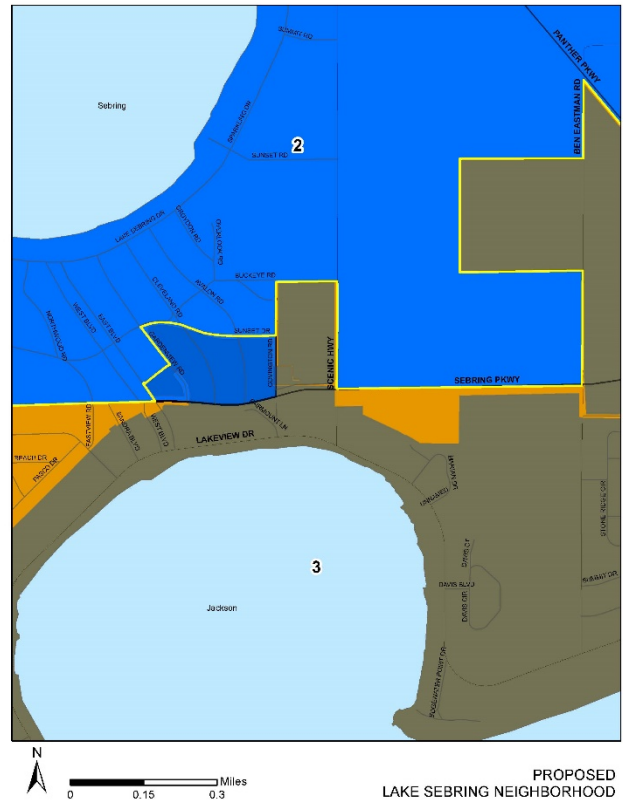
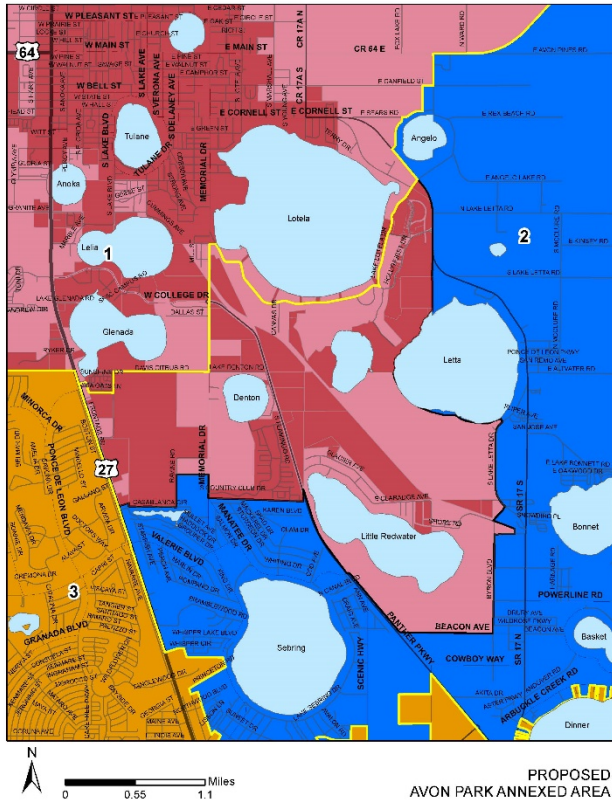
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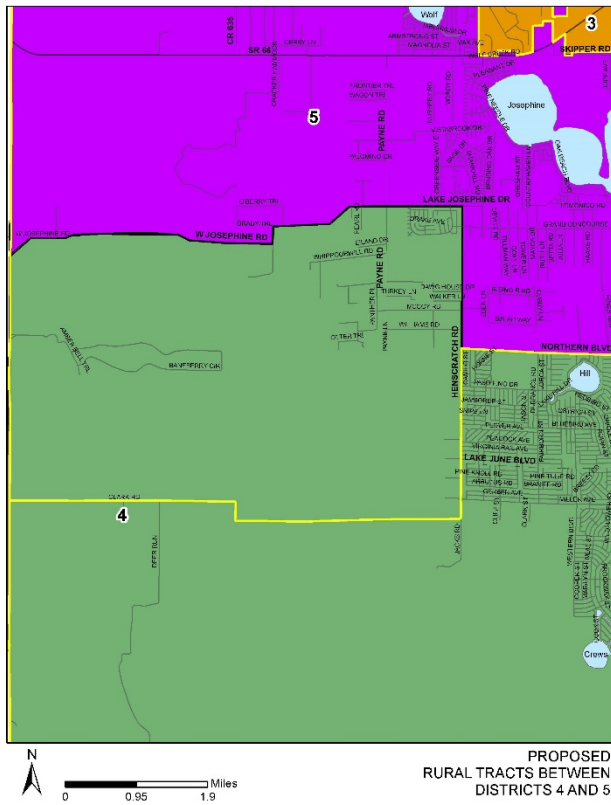
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Exhibit "F"

2021 PROPOSED COUNTY COMMISSIONER DISTRICTS







PROPOSED
RURAL TRACTS BETWEEN
DISTRICTS 4 AND 5

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 12/7/2021

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator
Randy Vosburg, County Administrator

SUBJECT/TITLE: Request approval of an agreement with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of \$1,659,280.00 using American Rescue Plan Act (ARPA) funds.

STATEMENT OF ISSUE

When the Board approved the American Rescue Plan Act (ARPA) proposed spending plan on September 21, 2021, the Dispatch Console project was 1 of 16 approved projects. The project was requested by the Highlands County Sheriff's Office to replace equipment that was reaching end-of-life, and the amount requested was \$1,659,280.00. During the presentation at the BOCC meeting, the dispatch console project received a very favorable risk ranking from the ARPA consultants, Government Services Group and was looked upon favorably by the Board as a result.

This agreement allows the purchase of a CommandCentral AXS dispatch console to be installed at the Highlands County Sheriff's Office Consolidated Central Dispatch Center. The current equipment being used at the Consolidated Central Dispatch Center will be relocated to the Highlands County Emergency Operations Center (EOC) to be available for use as a backup as needed.

The amount requested the proposed spending plan, as approved on 9/21/21, and the amount requested in the contract as presented are identical.

RECOMMENDED ACTION

Approve the agreement as presented with Motorola Solutions for the CommandCentral AXS dispatch console equipment for the use of emergency operations in the amount of \$1,659,280.00 using American Rescue Plan Act (ARPA) funds.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General), Project 20073 (Dispatch Console Upgrade), Cost Center 3996 (Emergency/Disaster Relief), account 56400Z (Project Equipment) as the \$1,659,280.00 from ARPA funding has already been budgeted.

Attachments: [Motorola Dispatch Agreement_DRAFT.pdf](#)

AGREEMENT

THIS AGREEMENT is 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 the “COUNTY”, and MOTOROLA SOLUTIONS, INC., 500 W. Monroe Street, Suite 4400, Chicago, IL 60661; FEIN 36-115800, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CONTRACTOR has expressly assured the County that it is a sole source for the materials and services required under the COUNTY’s purchasing policy, and pursuant to the Code of Federal Regulations; and,

WHEREAS, the COUNTY’s use of the sole source equipment provides the sole compatible equipment for seamless interaction with the dispatch equipment in the surrounding three counties; and,

WHEREAS, the COUNTY is required to update the dispatch capability for the back up dispatch operations in its Emergency Operations Center; and,

WHEREAS, the replacement of the COUNTY’s primary dispatch equipment and services, will allow for the current equipment to replace the outdated back up dispatch equipment in the Emergency Operations Center; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this agreement (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the agreement is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

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

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

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

SECTION 9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

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

SECTION 10. **INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,

OR

- b. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

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

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

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

D. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall

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

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION
OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GO
[V](#)**

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

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

COUNTY: Board of County Commissioners
of Highlands County
Attn: Randy Vosburg
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

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

Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

SECTION 36. FEDERAL GRANT PROVISIONS

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR 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, 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. CONTRACTOR 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR 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 CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR 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.
5. CONTRACTOR 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR 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.
7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 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 CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND “ANTI-KICKBACK” ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR. The CONTRACTOR 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. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

I. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200

(I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

K. Civil Rights Compliance - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the Civil Rights Act of 1964.

L. Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates.

Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. Domestic Preference As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron , aluminum, steel, cement, and other manufactured products).

N. Affirmative Action Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2021.

(stamp)

NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

Sherry G. Sutphen, Interim County Attorney

**Exhibit “A”
Scope of Services**

**Exhibit “B”
Pricing Schedule**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

SUBJECT/TITLE: Request approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003, in the amount of \$1,280,331.00.

STATEMENT OF ISSUE

On February 19, 2019, the Board approved the SCRAP Agreement #436643-1-54-01 between Highlands County and the FDOT for the design and construction for the resurfacing of CR 623 (Kenilworth Blvd) from Haywood Taylor Blvd to Mini Ranch Road for an approximate distance of 7,804 linear feet. Project No. 18009 (CR 623 (Kenilworth Blvd) Mill and Resurfacing Project) was set up and funded as a project in Fiscal Year 2018/2019. The principal features of this project are to provide all labor, materials and equipment to construct the CR 623 (Kenilworth Blvd) Mill and Resurfacing between Mini Ranch Road West & Haywood Taylor Blvd. The work consists of milling and resurfacing CR 623 from Haywood Taylor Boulevard to Mini Ranch Road, approximately 1.478 miles, in Sebring, Florida, construction of associated safety and drainage improvements, construction or reconstruction, as appropriate, of the existing side road approaches and driveways, and installation of sod within the rights-of-way of CR 623. Maintenance of traffic will be the responsibility of the Contractor.

Attached for your approval is the agreement between Highlands County and Excavation Point, Inc., for construction of the above referenced project in the amount of \$1,280,331.00. The Contractor will have one hundred and eighty-five (185) days to complete the project after the date when the Contract Times commence to run. Excavation Point Inc. was the lowest bidder.

Kenya A. Anderson, MSP, is the Project Manager under the direct supervision of the Assistant County Engineer, J.D. Langford, Jr., P.E. The County Attorney has reviewed and approved the agreement.

RECOMMENDED ACTION

Move to approve the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Boulevard) Mill and Resurfacing Project No 18009, and ITB No. 21-003, in the amount of \$1,280,331.00

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this project (18009) was included in the FY 21/22 Adopted Budget approved on September 21, 2021.

Attachments: [Excavation Point.pdf](#)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

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Attached for your approval is the agreement between Highlands County and Excavation Point, Inc., for construction of the above referenced project in the amount of \$1,280,331.00. The Contractor will have one hundred and eighty-five (185) days to complete the project after the date when the Contract Times commence to run. Excavation Point Inc. was the lowest bidder.

Kenya A. Anderson, MSP, is the Project Manager under the direct supervision of the Assistant County Engineer, J.D. Langford, Jr., P.E. The County Attorney has reviewed and approved the agreement.

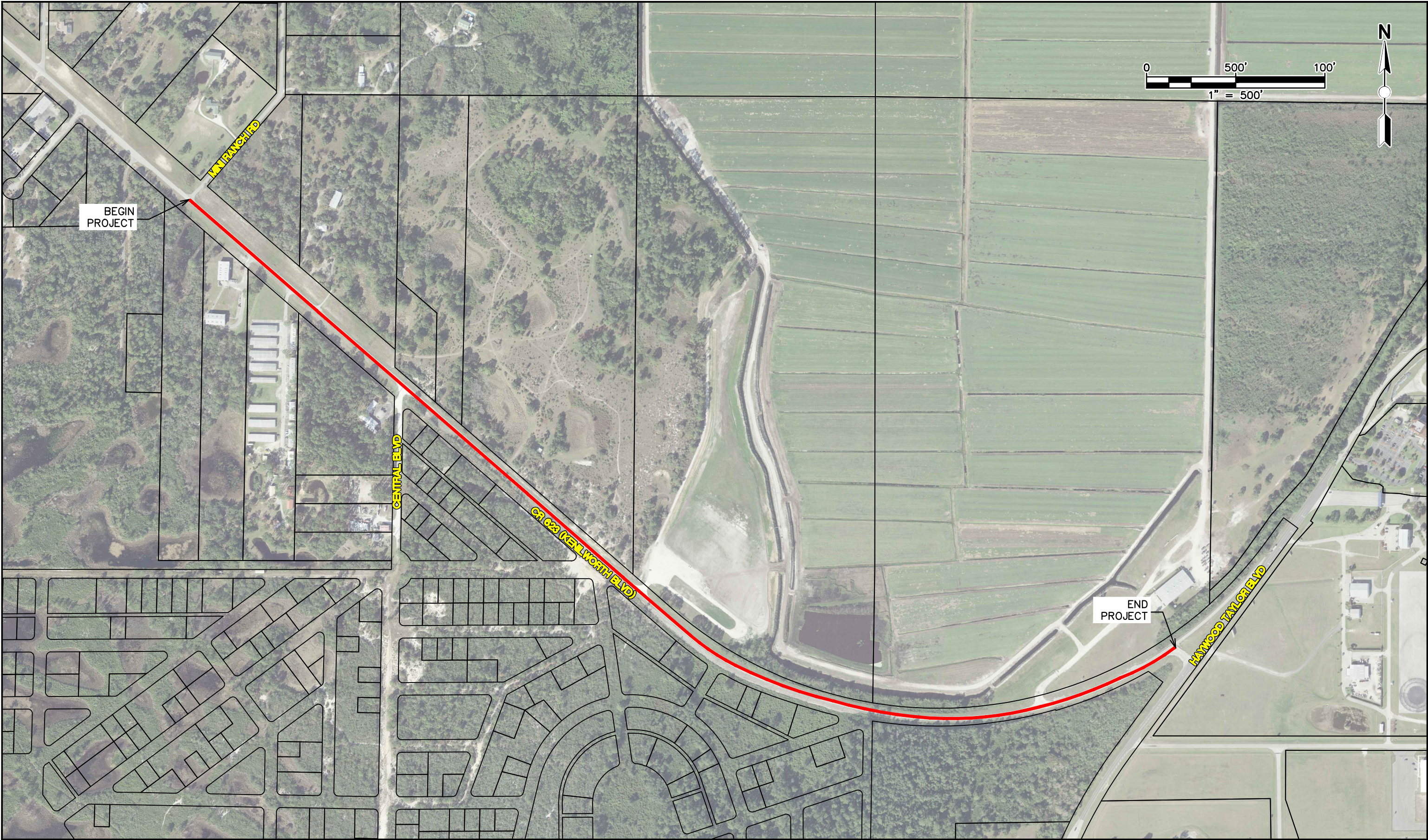
RECOMMENDED ACTION

Move to approve the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Boulevard) Mill and Resurfacing Project No 18009, and ITB No. 21-003, in the amount of \$1,280,331.00

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this project (18009) was included in the FY 21/22 Adopted Budget approved on September 21, 2021.

Attachments: [CR 623 Kenilworth_Location Map.pdf](#)
[ITB 21-003 Recommended Award final.pdf](#)
[Agreement Final Signed.pdf](#)



REVISIONS		
DATE	BY	DESCRIPTION

STATUS

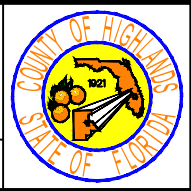
FOR INFORMATION ONLY

DESIGNED BY:
KENYA ANDERSON
DRAWN BY:
STACEY MAHONEY
CHECKED BY:
J.D. LANGFORD, P.E.
IN CHARGE:
J.D. LANGFORD, P.E.
DATE:
5/31/2019

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

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

DATE:



KENILWORTH BOULEVARD
MILLING & RESURFACING
LOCATION MAP

SCALE:
HORIZ. 1"=500'
VERT. N/A

PROJECT NO.
18009

REV.
0

SHEET 1 OF 1



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

ITB 21-003

CR 623 (Kenilworth Blvd) Mill & Resurfacing between Mini Ranch Road West and Haywood Taylor Blvd.

Bid Opening Date: August 12, 2021

	LUMP SUM BID	DEDUCTIVE ALTERNATE TOTAL	RANK
Excavation Point, Inc	\$1,280,331.00	\$95,565.20	1
Cobb Site Development	\$1,428,920.90	\$96,670.00	2
Ajax Paving Indust. of Florida, LLC	\$1,593,693.38	\$82,860.00	3

Local Preference was not used in this solicitation or to award this project.

Recommendation:

RECOMMENDED AWARDING TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, Excavation Point, Inc.

at the Lump Sum Bid amount of \$1,280,331.00

 8-23-21

Christine Davis, Purchasing Manager Date

 8-23-21

Clinton Howerton, P.E., Engineering Department Director Date

Recommendation approved by:

Randy Vosburg

Digitally signed by Randy
Vosburg
Date: 2021.08.24 10:41:40 -04'00'

Randy Vosburg, County Administrator

Date

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and EXCAVATION POINT, INC., 7944 S. George Boulevard, Sebring, Florida 33875, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY intends to have milling and resurfacing of County Road 623 between Mini Ranch Road and Haywood Taylor Boulevard; and

WHEREAS, the COUNTY has solicited for and received bids, in accordance with the Highlands County Purchasing Manual and Florida Statutes; and,

WHEREAS, the CONTRACTOR has submitted the lowest responsive bid most advantageous to the COUNTY; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

CONTRACTOR agrees that the work be substantially complete on/or before May 6, 2022 and completed, and ready for final payment on/or before July 22, 2022. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of this Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of this Agreement.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for milling and resurfacing Kenilworth Boulevard between Mini Ranch Road West and Haywood Taylor Boulevard.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted

services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will comply, and ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply, with all of the terms and conditions set herein and all federal, state and local laws and regulations applicable to this project.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work. CONTRACTOR shall post a payment and performance bond in accordance with Florida Statutes, Section 255.05.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner

consistent with the COUNTY's stated objectives and standards.

- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.735, Local Government Prompt Payment Act, if applicable, and Highlands County's Prompt Payment Policy. The amount to be paid under this Agreement for services rendered will be One Million, Two Hundred Eighty Thousand, Three Hundred Thirty-one and no/100 Dollars (\$1,280,331.00), which includes the actual cost for permitting, for the term of this Agreement, in accordance with the pricing quote set forth in **Exhibit "A"** which is attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

- A. Services to be performed in accordance with this Agreement are subject to the appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR

SECTION 8. TERMINATION.

The COUNTY may terminate this Agreement, without cause, given ten (10) days written notice to the CONTRACTOR.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event

of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

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

AUTOMOBILE: Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$500,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

1. **GENERAL LIABILITY:** One Million Dollars (\$1,000,000.00) each occurrence.
2. **GENERAL AGGREGATE:** Five Million Dollars (\$5,000,000.00).
3. **EXCESS COVERAGE:** One Million Dollars (\$1,000,000.00); and **WORKERS' COMPENSATION:** Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, the CONTRACTOR shall provide

- C. the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees and volunteers" as an Additional Insured on all policies except Workers Compensation and Professional Liability,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

- D. Receipt of certificates or other documentation of insurance or policies or copies of

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

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

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any, and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.070I:

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

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

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

1. Keep and maintain public records required by the COUNTY for the scope of this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

SECTION 16. INDEPENDENT CONTRACTOR.

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

SECTION 17. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 18. COMPLIANCE WITH ALL LAWS AND GRANT REQUIREMENTS

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement. The CONTRACTOR, at its sole expense shall comply with any and all State of Florida Grant Funding Agreement requirements.

SECTION 19. INDEMNIFICATION.

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

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONTRACTOR, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONTRACTOR.

SECTION 20. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 21. BINDING EFFECT.

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

SECTION 22. ASSIGNMENT.

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

SECTION 23. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 24. 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 25. NOTICE.

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

To County: Highlands County Board of County Commissioners
 Attention: County Administrator
 600 South Commerce Avenue
 Sebring, FL 33870
 Attn: County Administrator

To Contractor: Excavation Point, Inc.
 7944 S. George Blvd.
 Sebring, FL 33875
 Attn: Tal J. Rancourt, President

With copies to Christine Davis, Purchasing Manager
 Sherry G. Sutphen, County Attorney
 D. Matt Raulerson, Assistant County Attorney
 J.D. Langford, Assistant County Engineer
 600 South Commerce Avenue
 Sebring, FL 33870

SECTION 26. 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 27. 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 28. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 29. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any

company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 30. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 31. JOINT AUTHORSHIP.

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

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

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

SECTION 35. EMPLOYMENT ELIGIBILITY VERIFICATION <E-VERIFY>.

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

SECTION 36. SOVEREIGN IMMUNITY.

The COUNTY and the Florida Department of Transportation expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY or the Department for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or Department which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 37. MISCELLANEOUS COMPLIANCE.

- A. The CONTRACTOR shall not employ any unauthorized aliens in violation of Section 274(e) of the Immigration and Nationality Act.
- B. The CONTRACTOR agrees to comply with Florida Statutes, Section 20.055(5) and to incorporate in all subcontracts, the obligation to comply with Florida Statutes, Section 20.055.
- C. The CONTRACTOR certifies that it, nor any of its affiliates have been placed on the

Discriminatory Vendor List kept by the Florida Department of Management Services pursuant to Florida Statutes, Section 287.134.

- D. The Contractor certifies that it has not been placed on the convicted vendor list pursuant to Florida Statutes, Section 287.017, and that it has not had its Certificate of Qualification suspended, revoked or denied, and has not been determined to be a non-responsible contractor by the Florida Department of Transportation.
- E. LIQUIDATED DAMAGES: COUNTY and CONTRACTOR also recognize and agree the delays, expense and difficulties involved in proving the actual loss suffered by the COUNTY if the Work is not completed on time. Accordingly, instead of requiring such proof, COUNTY and CONTRACTOR agree as liquidated damages for delay (and not as a penalty) CONTRACTOR shall pay COUNTY, One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified in Section 2 of this Agreement until the work is complete and ready for final payment. Liquidated damages shall be deducted from any balance due CONTRACTOR, or if the balance due CONTRACTOR is less than the amount of liquidated damages, CONTRACTOR shall pay to COUNTY the remaining unpaid liquidated damages within thirty (30) days after COUNTY's invoice is sent to CONTRACTOR.
- F. **SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE.**
This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Florida Statutes. Section 287.135, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in **Exhibit "B"**, which is attached hereto and made a binding part hereof.

Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 29 day of November, 2021.

CONTRACTOR

By: Brianna R. Asbury

Print: Brianna R. Asbury

Title: Vice President

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization of Brianna R. Asbury, as Vice President, of Excavation Point Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONSULTANT, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 29 day of November, 2021.

(stamp)



Levi J. Anderson
Notary Public
State of Florida
Comm# HH023988
Expires 7/27/2024

Levi J. Anderson
NOTARY PUBLIC, State of Florida

**HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS**

Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"

COMPENSATION

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to paragraph below:

For all Work as listed on the Bid Form and described in the Drawings and Specifications, as Exhibit "A", attached hereto and included herein by this reference, a Lump Sum of:

One Million Two Hundred Eighty Thousand Three Hundred Thirty-One Dollars and No Cents

[USE WORDS]

\$1,280,331.00

[USE FIGURES]

Contractor has included all costs in the Contract Price and shall cause the Work to be completed for the Contract Price. Where applicable, the Contract Price shall be reduced in the manner described in Section 7 and 37 of this Agreement.

Article 5 - Payment Procedures

Deliverables must be received and accepted in writing by the Engineer prior to reimbursements. Supporting documentation with the invoices must establish that the deliverables were received and accepted in writing by the Engineer. Contractor may receive progress payments for deliverables based on the Contractor's Schedule of Values and on a percentage of services that have been completed, approved, and accepted to the satisfaction of Owner when properly supported by detailed invoices and acceptable evidence of payment. All costs charged to the Project by Contractor shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Progress Payments; Retainage: Contractor shall deliver Contractor's Applications for Payment to Engineer on or before the third (3rd) day of each month. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Architect/Engineer, on or about the fifteenth (15th) day of each month during construction as provided in the paragraphs below.

A. Prior to fifty percent (50%) of the Work being completed, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Project Manager shall determine, or Owner may withhold. Owner will withhold ten percent (10%) of each application for progress payment until:

50 % of the Work is completed, and

0 % of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner).

B. After fifty percent (50%) of the Work is completed, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Project Manager shall determine, or Owner may withhold. Owner will withhold

five percent (5%) of each application for progress payment until:

100 % of the Work is completed, and

100 % of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner).

Final Payment: Upon completion of the Work, Contractor shall notify Owner in writing of the completion. The certification shall state that the Work has been completed in compliance with the Drawings and Specifications. If any deviations are noted from the approved Drawings and Specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and deviations not accepted by Owner and has delivered to Owner, in accordance with the Contract Documents, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, permits, marked-up record documents, paper final as-built Drawings and Specifications, signed, sealed, and certified by a Professional Surveyor, registered in the State of Florida, and all applicable permits, final releases from Contractor and all Subcontractors and Suppliers at every level, all warranties, and all other documents reasonably required by Owner pertaining to the Work, and provided verification of compliance with the requirements of Article 11 of this Agreement, Contractor may make application for final payment.

Exhibit "B"
Contractor Certification Regarding Scrutinized Companies (Contracts of
\$1,000,000.00 or more)

Respondent/Contractor Name:

Excavation Point Inc.

Contractor FEIN: 59-3080708

Contractor's Authorized Representative Name and Title:

Address: 7944 S. George Blvd

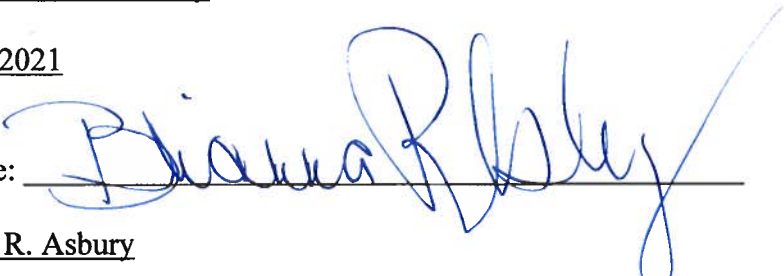
City: Sebring State: FL Zip: 33875

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: Brianna R. Asbury

Date: November 29, 2021

Authorized Signature: 

Print Name: Brianna R. Asbury

Print Title: Vice President

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# S71865

Entity Name: EXCAVATION POINT INC.**Current Principal Place of Business:**7944 S GEORGE BLVD
SEBRING, FL 33875**Current Mailing Address:**7944 S GEORGE BLVD
SEBRING, FL 33875 US**FEI Number:** 59-3080708**Certificate of Status Desired:** Yes**Name and Address of Current Registered Agent:**RANCOURT, TAL
EXCAVATION POINT INC
7944 S. GEORGE BLVD
SEBRING, FL 33875 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P, S
 Name RANCOURT, TAL
 Address 19 CLOVERLEAF BYPASS
 City-State-Zip: LAKE PLACID FL 33852

Title VP
 Name RANCOURT, ERIELLE G
 Address 1703 BUCK STREET
 City-State-Zip: LAKE PLACID FL 33852

Title VP
 Name ASBURY, BRIANNA R
 Address 207 CLOVERLEAF RD
 City-State-Zip: LAKE PLACID FL 33852

Title S, T
 Name RANCOURT, DARLENE M
 Address 19 CLOVERLEAF BYPASS
 City-State-Zip: LAKE PLACID FL 33852

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TAL J RANCOURT**PRESIDENT****02/23/2021**

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

11/29/2021

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIRST INSURANCE OF LAKE PLACID 255 E INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade		CONTACT NAME: Laurie M. Slade PHONE (A/C, No, Ext): 863-465-7000 FAX (A/C, No): 863-465-7141 E-MAIL ADDRESS: laurie@firstinlp.com PRODUCER CUSTOMER ID #: EXCAP-1															
INSURED Excavation Point, Inc. 7944 S. George Blvd. Sebring, FL 33872		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Owners Insurance Co.</td><td>32700</td></tr><tr><td>INSURER B : Auto Owners Insurance Co.</td><td>18988</td></tr><tr><td>INSURER C : Florida Citrus, Business &</td><td>15764</td></tr><tr><td>INSURER D : Industry</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : Owners Insurance Co.	32700	INSURER B : Auto Owners Insurance Co.	18988	INSURER C : Florida Citrus, Business &	15764	INSURER D : Industry		INSURER E :		INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY	X	X	72728871	12/30/2021	12/30/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ XCU incl						MED EXP (Any one person) \$ 10,000
	☒ Broad Form incl						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY	X	X	9542217700	07/16/2021	07/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ HIRED AUTOS						PIP \$ 10,000
	☒ NON-OWNED AUTOS						
B	☒ UMBRELLA LIAB	X					EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DEDUCTIBLE	X	X	4125735800	12/30/2021	12/30/2022	
	☐ RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☒ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	10655927	12/30/2020	12/30/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Highlands County, a political subdivision of the State of Florida and it's elected officials, agents, employees and volunteers are additional insureds on the above listed policies, except Worker's Compensation Project: CR623 (Kehilworth Boulevard) Mill & Resurfacing Between Mini Ranch Rd West & Haywood Taylor Blvd ITB 21-003

CERTIFICATE HOLDER

HIGHCOU

Highlands County Board of
County Commissioners
kanderson@highlandsfl.gov
600 S. Commerce Avenue
Sebring, FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laurie M. Slade

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of November 19 ,2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [COUNTY ATTORNEY LOG 2.pdf](#)

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUES T	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
4	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
5	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
7	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
8	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
9	Priority 7	David Nitz	Tract J project	SS-Need more info
10	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR-Need more info
11	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
12	Priority 4	Liz Barber	American Rescue Plan Act Funds Interlocal	SS-Under review
13	Priority 4	Clinton Howerton Leah Sauls	Lot Splitting	SS-under review
14	Priority 4	Karen Disalvo	TDC Event Grant Contracts- Soda Fest & CGT Women's Invitational	MR-Under review
15	Priority 5 & 7	Clinton Howerton	Recycling Site Agreement Interlocal	SS-under review
16	Priority 4	Casey Hartt	Sebring Multisport MOT Amendment to Agreement	MR-under review
17	Priority 4	Sandra Vazquez	5-year Capital Improvement Schedule	SS-FINISHED
18	Priority 7	Liz Barber	ARPA Interlocal	SS-Under review

STATUS NOTES

Assigned – will be followed by initials of attorney

Under Review – being worked on by attorney

Additional Information Needed – information being sought

Meeting Scheduled or Needed – meeting scheduled or coordination underway

Pending – newly provided without sufficient time to assign or perform cursory review

Blank – lacking information and detail when added to log

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of November 23, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Status - Project Updates \(FINAL\) 12.07.2021.pdf](#)
[Status - Commissioner's Priorities \(FINAL\) 12.07.2021.pdf](#)

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Working with consultant for dewatering portion	Bid Project	On going
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	1/10/2022
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	12/20/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	FDOT approved additional funding to cover project cost and CEI.	Contractor & FDOT approval of revised contract.	11/16/2021
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Approval of 100% plans by FDOT and preparation of BID documents.	Approval of BID documents	12/3/2021
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study, now researching best steps to move forward implementing. As part of the ARPA funding allocation \$4.5M will be put toward broadband infrastructure.	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve 3 stations having 2-fire staff along with 2-EMS staff.. 2 new ambulances received in 2021, 4 new ambulances and 1 chassis re-mount on order. 2 new custom and 1 commercial Fire Apparatus received in 2021. 1 commercial and 1 Air/Light apparatus on order. We are awaiting ETA's on deliver of the ambulance and fire apparatus due to supply chain issues and chassis delays. Construction and planning continues on five stations. HQ and Desoto City VFD St#18 projects complete. awaiting updated specifications from vendor for water storage tank and pump at St#45, then ITB.	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Forwarded notes to architect; met with architect to design animal only shelter on site. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Intend to find a specialized appraiser to just represent HCOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing completed for all locations, besides City of Sebring, and hydraulic modeling has commenced.	Kimley-Horn working on suggested next steps/deliverables for ongoing efforts and implementation. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Next deliverables will include draw down tests for City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Negotiating locations with Avon Park and Sebring; awaiting interlocal agreement with Lake Placid for collection center sites.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from November 16, 2021 to December 6, 2021

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: December 7, 2021

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Budget Amendment C21-05 for period ending September 30, 2021.

RECOMMENDED ACTION

Informational Only

FISCAL IMPACT

None

Attachments: [Resolution CRA 21-08 Approving Budget Amendment C21-05.pdf](#)

RESOLUTION CRA 21-08

A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY TO APPROVE AMENDMENT C21-05 TO THE 2020-2021 CRA BUDGET.

WHEREAS, The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

WHEREAS, said budget can be amended from time to time by action of the CRA Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The CRA hereby approves the 2020-2021 Budget Amendment C21-05 presented.

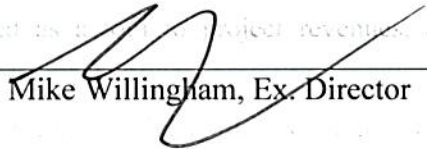
SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of November 2021 **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**

(SEAL)



By:


Mike Willingham, Ex. Director

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SUBMITTED BY: Colleen Plonsky

BY: Colleen Plonsky
: Colleen Plonsky

REQUEST #:	CRA C21-05	BOARD APPROVAL:
TRANSFER TYPE:	☐ ITEM TO ITEM ☐ OPERATING RESERVE ☐ BY RESOLUTION # CRA 21-08	Executive Director 

BOARD APPROVAL:

Executive Director