HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, July 21, 2020
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "citizens not on the agenda" forms. Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

A Protest meeting will be held at 10:00 a.m., on July 22, 2020, in the Engineering Training Room, 505 S. Commerce Ave., Sebring concerning ITB 20-020 Thunderbird East & West Sidewalk Extension Project

The Tourist Development Council will hold a regular meeting and/or remote conference line meeting at 8:15 a.m., on July 23, 2020 via +1 904-638-2711 United States, Jacksonville (Toll) Conference ID: 725 795 793

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing the 100th Anniversary of Women's Right to Vote*
Chairman William R. "Ron" Handley
No fiscal impact
072120 Proclamation Centennial Suffrage Revised.1.docx

7 CONSENT AGENDA

7.A *Request approval to pay all duly authorized bills July 21, 2020*

7.B *Request to approve Budget Amendment 19-20-121 to reallocate funds in the amount of $67,546.00 for the purchase a new 200 KW generator at the Landfill Master Lift Station/Flare for the Solid Waste Department*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 19/20 budget as this budget amendment is transferring $67,546.00 from the Solid Waste Reserve for Contingency Account.
19-20-121 SW Generator Purchase (BA).pdf
19-20-121 Solid Waste Generator (Reserve).pdf

Attachment A - FSA 19 - VEH17.0 Item 102 Generac 125kW Generator Package-Generac SD130searchable.pdf
Attachment B - FAS 19- VEH 17.0 Item 223 ASCO Series 300 upgrade to 600 Amp Transfer Switch.pdf
Attachment C Highlands County Landfill Building FSA Quote REV by ACF 6-8-20.pdf
Attachment D - Air & Electric quote 36663.pdf

7.C *Request to approve a Disaster Debris Monitoring Services Contract with Tetra Tech, Inc. from RFP 20-016 for three (3) years with an option to extend the Contract for two (2) additional periods of one (1) year.*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
20-016 Disaster Debris Monitoring Contract-7-8-2020.pdf

7.D *Request approval of the contract for ITB 20-031 between Excavation Point Inc. and Highlands County for Asphalt Milling.*
W. Kyle Green, Road and Bridge Director
No additional fiscal impact to Infrastructure Surtax (Fund 151). The contract amount of $235,268.60 was previously approved as part of the resurfacing budget.
Draft AGREEMENT 20-031.docx
20-031 Intent to Award fv.pdf

7.E *Request approval of the Florida Network of Children's Advocacy Center State Funding Allocation Subcontract.*
Luzed Cruz, Children's Advocacy Center Manager
Increase to the Fund 005 (General) Cost Center 3995, $40,674.08.
Please_DocuSign_CAC23_Highlands_Contract_20.pdf

7.F *Request approval of Budget Amendment 19-20-122 and Resolution for the Supervisor of Elections Project 19052 Federal Elections Cybersecurity Initiatives Grant.*
Penny Ogg, Supervisor of Elections
The fiscal impact is an increase to Fund 005 (General) in the amount of $3,000 and the overall budget. The additional funding will be appropriated in cost center 2442 (Supervisor of Elections).
19-20-122 Proj 19052 SOE Elections Security Grant (BA).pdf
19-20-122 Proj 19052 SOE Elections Security Grant (Resolution).pdf
19-20-122 Attachment A Cradlepoint Router.pdf

7.G *Request approval of JAG-Local Grant Application FY 20-21*
Paul Blackman, Sheriff
This federal grant is for $16,890 and does not require any local match funds. The fiscal impact is an increase in Board revenue and a corresponding increase in Board expenditures with a net zero fiscal impact on the Board's general fund for FY 20-21.
Sheriff - COMPLETE JAGD APPLICATION FY 20-21.pdf

7.H *Request approval to move forward with the direct sale of seven (7) County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.*
Brandon Gunn, Purchasing Agent

The fiscal impact is revenue totaling $8,320.00 to the General Fund from sale of the property and the property will be on the Tax Roll.
Granicus Notice.pdf

7.I *Request approval to move forward with the sale of 15 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.*
Brandon Gunn, Purchasing Agent
The fiscal impact is revenue totaling $81,923.00 to the General Fund from sale of the properties and the properties will be on the Tax Roll.
Notice of Intent.pdf

8 CONSENT AGENDA (2): Request approval to pay all bills with voting conflicts

9 PUBLIC HEARING

9.A *An Ordinance of the Board of County Commissioners of Highlands County, Florida Amending Subsection 2.56, Article IV of Chapter 2 of The Code of Ordinances, Highlands County, Florida; Pertaining to the Powers and Duties of the County Administrator; Providing for Conflicts; Providing for Severability; and Providing for an Effective date.*
Randy Vosburg, County Administrator
Highlands County Ordinance Amendment(revised title).SGS.docx

10 WORKSHOP

10.A *Budget Workshop to discuss the submitted budgets from the Constitutional Officers and the Outside Agencies*
Randy Vosburg, County Administrator
David Nitz, OMB Manager
Fiscal impact is unknown at this time
Rec 20-21 Budget_7-21-20 Constitutionals Workshop.pdf

11 ACTION AGENDA

11.A *Request for appointment of Canvassing Board member and alternate.*
Supervisor of Elections Penny Ogg
No fiscal impact.

11.B *Approval of the agreement between the Southwest Florida Water Management District and Highlands County for the Sebring Watershed Management Program Update (Q099, SWFWMD Agreement No. 20CF0002701, 2020REV0006, County Project 19041).*
Clinton Howerton, Jr., P.E., County Engineer
There will be no additional fiscal impact beyond those budgeted in FY 19/20 and FY 20/21.
Sebring Watershed Study Agreement-041620 mbm 061820_Clean.pdf

11.C *Request to approve the purchase of a used 2015 Volvo A25G Off Road Water Truck Cab and Chassis with newtank for the Solid Waste Department.*
Clinton Howerton Jr., P.E., County Engineer

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 19/20 budget as this piece of equipment was budgeted in the FY 19/20 budget under Cost Center (4210), Account 56400 – Machinery and Equipment in the amount of $300,000.00.
Attachment A complete Water Truck 4 pages Adopted FY19-20 Solid Waste Budget, 4-point & CFS.pdf
Alta price Quote.pdf
Attachment C 7-9-20 Woodard email w updated linder Komatsu price quote using old specs.pdf
Attachment D Triple E Equipment price quote.pdf
Request for Used Equipment Purchase.pdf

11.D *Request approval of the Insurance Committee's recommendation for Stop Loss Deductible, premium structure and plan design for Insurance Plan Year 2020-2021.*
Rebecca Cable, Human Resources Manager

The employer funding increase represents a $228,804 decrease to the Insurance Fund for Plan Year 2020-2021.
Insurance Committee Minutes_7.16.2020 Special Meeting.pdf
Cost Scenarios - Options 4-6.pdf

11.E *Request for initial review of the revised County Fee Schedule*
Randy Vosburg, County Administrator
Fiscal impact is unknown at this time
Fee Schedule Changes Overview for FY20-21.docx
FY2020-21 Highlands County Fee Schedule.pdf

11.F *Request to certify the maximum millage for FY 20/21*
Randy Vosburg, County Administrator
David Nitz, OMB Manager
Ad Valorem revenue is projected to comprise 58.19% of the total projected General Fund revenues in FY 20/21. Failure to certify millage would put those revenues and state revenue sharing funds at risk.
DR-420_DR-420TIF's(9)_DR-420MM-P before signing.pdf

11.G *Discussion on mandatory face masks.*
Randy Vosburg, County Administrator
No fiscal impact.

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report*
Joy Cook Carmichael, County Attorney
COUNTY ATTORNEY LOG071620.pdf

12.B *Commissioner's 2020 Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's 2020 Priorities (FINAL) 07.21.2020.pdf
Status - Project Updates (FINAL) 07.21.2020.pdf

13 CITIZENS NOT ON THE AGENDA

14 COMMISSIONERS

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Chairman William R. "Ron" Handley**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing the 100th Anniversary of Women's Right to Vote**

STATEMENT OF ISSUE

Dr. Maureen McKenna has requested that the Board adopt a Proclamation commemorating the 100th anniversary of the ratification of the 19th Amendment.

RECOMMENDED ACTION

Move approval of a Proclamation recognizing the 100th Anniversary of Women's Right to Vote

FISCAL IMPACT

No fiscal impact

Attachments: 072120 Proclamation Centennial Suffrage Revised.1.docx

PROCLAMATION

A Proclamation of the Highlands County Board of County Commissioners, Highlands County, Florida (the Board) relating to the Commemoration of the 100th Anniversary of ratification of the 19th Amendment.

WHEREAS, on August 26,1920 the 19th Amendment, also known as the Susan B. Anthony Amendment, received it final needed ratification to become a vital part of the U.S. Constitution after years of work by women and men across the country since 1848; and

WHEREAS, at the time of the 19th Amendment ratification, Florida became the only state in the union to take no action on the Susan B. Anthony Amendment. This was after efforts by some Florida legislators as well as many male and female Florida suffragists who had advocated for the enfranchisement of women since the 1800's; and

WHEREAS, amazing suffragists from Florida fought selflessly for suffrage for Florida women including Ella C. Chamberlain of Tampa, Katherine Livingston Eagan, Mary Nolan and Roselle Cooley from Jacksonville and Mary Safford from Orlando. Mary Nolan was put in jail for 6 days in Washington, D.C. for picketing the White House for women's right to vote; and

WHEREAS, in October 1912 a small group of women property owners tried to vote in an Orlando election but were denied prompting the formation of increased suffrage activism in Florida; and

WHEREAS, Florida groups such as Florida Equal Franchise League, Political Equity Club, Florida Women's Party, Florida Equal Suffrage Association and the all-male Equal Suffrage Club organized efforts to help Florida women gain the right to vote; and

WHERAS, the Florida State Legislature passed a measure in 1921 stating that all citizens over twenty-one years of age should be considered qualified electors, giving Florida women the political privileges, they had been seeking; and

WHEREAS, on May 13, 1969, the Florida Legislature passed a measure supporting the ratification of the Susan B. Anthony Amendment; and

WHEREAS, August 26, 2020 will mark the nationwide centennial of the 19th amendment officially became part of the United States Constitution after the required number of states had ratified; and

WHEREAS, states and communities across the nation are celebrating the centennial of the 19th amendment ratification; and

NOW, THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida does hereby commemorate August 26, 2020 as the 100th anniversary of ratification of the 19th Amendment and reaffirms commitment to empowering and uplifting the voices of women across Highlands County, Florida. Further, the Board encourages the citizens of Highlands County to pause and reflect on the many sacrifices made by suffragists, and to celebrate this historic milestone.

DONE AND ADOPTED this 21st day of July 2020.

_____
William R. “Ron” Handley, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST:

PRESENTER:

SUBJECT/TITLE: **Request approval to pay all duly authorized bills July 21, 2020**

RECOMMENDED ACTION

Move approval to pay all duly authorized bills July 21, 2020

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve Budget Amendment 19-20-121 to reallocate funds in the amount of $67,546.00 for the purchase a new 200 KW generator at the Landfill Master Lift Station/Flare for the Solid Waste Department**

STATEMENT OF ISSUE

Attached for your review and approval is Budget Amendment 19-20-121 in the amount of $67,546.00 to purchase and install a new 200 KW permanent mount generator and transfer switch at the Landfill Master Lift Station/Flare for the Solid Waste Department to replace the existing damaged generator.

The existing generator LF 138 is eighteen (18) years old and was damaged beyond repair when a rod broke through the side of the motor, which is no longer manufactured. The total cost to purchase the generator ($57,571.00) and transfer switch ($4,903.00) from ACF Standby Systems, Inc. off the Florida Sheriff Association Contract FSA 19-VEH 17.0 Heavy Truck and Equipment Item #102 Generac SD130 - 125 KW Generator upgraded to a 200 KW package (Attachment A) and Item #223 ASCO, Series 300 - 600 Amp Transfer Switch (Attachment B) is $62,474.00.00 (Attachment C). The cost for Air & Electric to install the generator and transfer switch will be $5,072.00 (Attachment D).
The cost for Air & Electric to install the generator and transfer switch will be $5,072.00 (Attachment D).

Funds in the amount of $67,546.00 will need to be reallocated from Cost Center 9990F (Budgetary Expenditure 401), Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment) in the amount of $67,546.00. Attached for approval of the purchase and installation of the generator and transfer switch is Budget Amendment 19-20-121 in the amount of $67,546.00.

The quote from ACF Standby Systems, Inc. for the generator and transfer switch includes the following optional equipment that was not in the FSA 19-VEH 17.0 Heavy Truck and Equipment but are needed for proper operation of the generator and meet the 30% discount requirement indicated in FSA 19-VEH 17.0 Item #102 for a Generac SD130 Generator and Item# 223 for an ASCO, Series 300 – 600 Amp transfer switch requiring that there be a 30% discount off the list price for optional equipment:

Description	List Price	FSA Selling Price (30% discount on List Price)
Adder for an Upsized Alternator 300 KW	$3,112.86	$2,179.00
Adder for a 500 Gallon Fuel Tank	$7,202.86	$5,042.00
Adder for a 4 pole upgrade	$1,235.72	$865.00
Total Cost		$8,086.00

Each of the items are less than $25,000 and total to an amount of $8,086.00.

RECOMMENDED ACTION

Move to approve Budget Amendment 19-20-121 in the amount of $67,546.00 for the purchase and installation of a new 200 KW permanent mount generator and transfer switch at the Landfill Master Lift Station/Flare.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 19/20 budget as this budget amendment is transferring $67,546.00 from the Solid Waste Reserve for Contingency Account.

Attachments:
19-20-121 SW Generator Purchase (BA).pdf
19-20-121 Solid Waste Generator (Reserve).pdf
Attachment A - FSA 19 - VEH17.0 Item 102 Generac 125kW Generator Package-Generac SD130searchable.pdf
Attachment B - FAS 19- VEH 17.0 Item 223 ASCO Series 300 upgrade to 600 Amp Transfer Switch.pdf
Attachment C Highlands County Landfill Building FSA Quote REV by ACF 6-8-20.pdf
Attachment D - Air & Electric quote 36663.pdf

RECEIVED
BOARD OF COUNTY COMMISSIONERS
JUL 06 2020
O.M.B. DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: 7/6/2020

SUBMITTED BY: **Clinton Howerton, Jr., P.E.**

FUND(S): **401** FUND TITLE(S): **Solid Waste** COST CENTER(S) #: **9990F, 4210**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Budgetary Expenditure 401, Refuse Disposal**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	9990F	59900	Reserve for Contingency		445,000.00		67,546.00	377,454.00
E	401	4210	56400	Machinery & Equipment		832,634.00	67,546.00		900,180.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to purchase a new generator to replace the generator that is beyond repair for the Master Lift Station at the landfill. Funds will be reallocated from 9990F (Budgetary Expenditure 401) Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment).**

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

_____ Denial

Signature: David M Pate

Date: 7 / 6 / 20

REQUEST # 19-20-121

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

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Distribution: _____ Accounting _____ Purchasing _____ Department

Form Revised 10/11/2010

SOLID WASTE FUND - 401 (9990F)

FISCAL YEAR 2019-2020

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/19		BEGINNING BALANCE		**$580,000.00**	
07/07/20		19-20-120	($135,000.00)	**$445,000.00**	To purchase a used Caterpillar 938 M Wheel Loader
07/21/20		19-20-121	($67,546.00)	**$377,454.00**	To purchase a new generator for the Master Lift Station at the Landfill
REVISED TOTAL:				**$377,454.00**	

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: GENERATOR: 125kW Generator Package

Item: 102, Generac, SD130, SD130

Description: GENERATOR REQUIREMENTS: Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor; 480 volts; 3 phase, 60 hertz, 1800 rpm; Directly connected to the engine flywheel housing with flex coupling; Generator shall meet performance class G3 of IEC; Unit shall be in compliance with and be UL 2200 labeled. ENGINE: Water cooled diesel engine, sized for generator set; Emission compliant engine. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for generator set. ENCLOSURE/SILENCER: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure; Critical grade silencer; Companion flanges; Flexible stainless-steel exhaust. FUEL TANK: Double wall sub-base tank integral to enclosure; 24-hour capacity at 100% at full load; Rupture basin with 110% capacity; Locking fuel caps; Mechanical fuel level gauge; Low fuel level alarm contact; Fuel tank rupture alarm contact; Must meet UL 142 and FDEP standards. BATTERY CHARGER: Current limiting battery charger to automatically charge batteries; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger shall be mounted on genset package. STARTUP AND TESTING: Vendor must coordinate all startup and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load; The startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer`s requirements. CONDITIONS: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items: Initial filling of oil and antifreeze (fuel provided by others); Shrink wrap applied to the product to ensure a clean finish; During the startup, the technician shall record the following information and provide to the owner for his records: Record Operating Voltage, Hz, Ph, and connected load (Amperage); Package information consisting of make of generator (Cat, Wacker, or Tradewinds), model (TJ125 TP20, DP125, etc.), Serial number of complete package, and startup date; Record engine and generator serial numbers; One complete set of operation and maintenance manuals; Two (2) year or 1500-hour standard standby generator warranty; Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Zone	Rank	Vendor	Price
Western	Primary	ACF Standby Systems, LLC	$35,100.00
Northern	Primary	ACF Standby Systems, LLC	$35,100.00
Central	Primary	ACF Standby Systems, LLC	$35,100.00
Southern	Primary	ACF Standby Systems, LLC	$35,100.00

Options appear in alphabetical order by awarded vendor.

Options: ACF Standby Systems, LLC

Order Code	Description	Price
SD010	Credit - Downgrade Generator Package, 10kW Diesel	$12,750.00
SD015	Credit - Downgrade Generator Package, 15kW Diesel	$12,675.00
SD020	Credit - Downgrade Generator Package, 20kW Diesel	$12,150.00
SD025	Credit - Downgrade Generator Package, 25kW Diesel	$11,200.00
SD030	Credit - Downgrade Generator Package, 30kW Diesel	$10,400.00
SD035	Credit - Downgrade Generator Package, 35kW Diesel	$9,950.00
SD040	Credit - Downgrade Generator Package, 40kW Diesel	$9,130.00
SD050	Credit - Downgrade Generator Package, 50kW Diesel	$8,150.00
SD060	Credit - Downgrade Generator Package, 60kW Diesel	$5,850.00
SD080	Credit - Downgrade Generator Package, 80kW Diesel	$3,900.00
SD100	Credit - Downgrade Generator Package, 100kW Diesel	$1,425.00
SG035	Credit - Downgrade Generator Package, 35kW Gaseous	$15,200.00
SG040	Credit - Downgrade Generator Package, 40kW Gaseous	$14,600.00
SG045	Credit - Downgrade Generator Package, 45kW Gaseous	$14,100.00
SG050	Credit - Downgrade Generator Package, 50kW Gaseous	$11,800.00
SG060	Credit - Downgrade Generator Package, 60kW Gaseous	$10,200.00
SG070	Credit - Downgrade Generator Package, 70kW Gaseous	$8,500.00
SG080	Credit - Downgrade Generator Package, 80kW Gaseuos	$8,100.00
SG100	Credit - Downgrade Generator Package, 100kW Gaseous	$6,200.00
SD150	Upgrade Generator Package, 150kW Diesel	$5,625.00
SD175	Upgrade Generator Package, 175kW Diesel	$9,350.00
SD200	Upgrade Generator Package, 200kW Diesel	$15,250.00
SD230	Upgrade Generator Package, 230kW Diesel	$23,075.00
SD250	Upgrade Generator Package, 250kW Diesel	$26,025.(
SD275	Upgrade Generator Package, 275kW Diesel	$31,575.00

Order Code	Description	Price
SD300	Upgrade Generator Package, 300kW Diesel	$33,825.00
SD350	Upgrade Generator Package, 350kW Diesel	$45,150.00
SD400	Upgrade Generator Package, 400kW Diesel	$54,350.00
SG130	Upgrade Generator Package, 130kW Gaseous	$3,500.00
SG150	Upgrade Generator Package, 150kW Gaseous	$11,225.00
SG175	Upgrade Generator Package, 175kW Gaseous	$48,800.00
SG200	Upgrade Generator Package, 200kW Gaseous	$52,875.00
SG230	Upgrade Generator Package, 230kW Gaseous	$65,550.00
SG250	Upgrade Generator Package, 250kW Gaseous	$69,625.00
SG275	Upgrade Generator Package, 275kW Gaseous	$75,225.00
SG300	Upgrade Generator Package, 300kW Gaseous	$78,250.00
SG350	Upgrade Generator Package, 350kW Gaseous	$111,000.00
SG400	Upgrade Generator Package, 400kW Gaseous	$139,050.00
SG450	Upgrade Generator Package, 450kW Gaseous	$165,100.00
PMG	Optional Equipment- Add Permanent Magnet Generator (PMG)	$1,100.00
CH	Optional Equipment- Add Coolant Heater (CH)	$500.00
Break Glass Station	Optional Equipment- Add One(1) Breakglass Station	$400.00
Remote Annunicator	Optional Equipment- Add One(1) Remote Annuniciator	$485.00
NFPA 110 +3	Optional Equipment- Add NFPA 110 Options: (1) Coolant Heater, (1) Break Glass Station, (1) Remote Annunciator	$1,000.00
Modular Paralleling Systems (MPS)	Optional Equpment- Discount percentage off manufacture's current published retail rated for non specified options and any optional Models bid.This discount ONLY APPLIES to a down grade or an Upgrade to the model listed in this specifications. It does not apply to a completely different make or Model.(The discount is applied to the manufacture's current published retail prices) 30% off listed price for any item not included above.	$0.00
30% Installation Discount	Upgrade Equipment Discount off Installation	$0.00
30% Discount	Optional Equpment- Discount percentage off manufacture's current published retail rated for non specified options and any optional Models bid.This discount ONLY APPLIES to a down grade or an Upgrade to the model listed in this specifications. It does not apply to a completely different make or Model.(The discount is applied to the manufacture's current published retail prices) 30% off listed price for any item not included above.	$0.00

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: TRANSFER SWITCH: 600 Amp Automatic Transfer Switch

Item: 223, ASCO, Series 300, Series 300

Description: AUTOMATIC TRANSFER SWITCH: Maximum voltage rating of 600Vac, 60hz; 1ph or 3ph; Open transition (break-before-make) transfer logic; Transfer switch must meet the related industry standards: UL 1008 - Automatic transfer switches for use in emergency systems; CSA - Automatic transfer switches; NEMA - Industrial control and systems AC transfer switch equipment; IEC - Automatic transfer switching equipment. RATING: 600-amp, 3 pole, 277/480vac, 60hz; Enclosure type: NEMA 3r. FUNCTIONAL: The automatic transfer switch shall automatically transfer the load to the generator supply in the event of a utility supply failure and return the load to the utility supply upon restoration. The automatic transfer switch power switching devices shall be mechanically and electrically interlocked to prevent the utility and generator supplies from being interconnected. All timers should be field adjustable to ensure proper field site compatibility. AUTOMATIC SEQUENCE OF OPERATION: When the voltage on any phase of the utility supply is below present levels of rated voltage for a preset time delay, a contact shall close to initiate start of the standby generator. The load shall transfer to the generator supply when the generator voltage and frequency have reached acceptable present levels and the warm up time delay has expired. When the utility supply is restored to the above present levels of rated voltage on all phases, load transfer from generator to utility supply shall be initiated following expiry of the utility return timer. Once the transfer mechanism operates and opens the generator power switching device, the transfer mechanism shall stop in the neutral position (i.e. with the both power switching devices open) for the duration of the neutral delay timer setting to allow load voltage to decay prior to reconnecting the utility supply. The load shall be re-connected to the utility supply once the neutral delay timer expires and the transfer mechanism continues operation and closes the utility power switching device. The load shall immediately retransfer to the utility supply (if within acceptable limits) should the generator supply fail prior to the expiry of the utility transfer delay. The generator set shall continue to operate following a load transfer for a cool down delay period, and then a contact shall open to stop the generator set. An "on load" test mode may be initiated which shall cause a simulated utility failure condition and transfer the load to the generator set. The transfer sequence shall be the same as for a utility power failure except a neutral delay sequence shall occur when transferring from utility to a generator source. The load shall immediately retransfer to the utility supply (if within acceptable limits) should the generator supply fail during an "on load" test mode. FACTORY TESTING: A certified factory test report shall be shipped with each switch at time of shipment; The automatic transfer switch shall be factory tested prior to delivery to the purchaser; The following test shall be conducted by qualified factory personnel: Visual Inspection; Mechanical Tests; Electrical Tests; Final Inspection. FIELD TESTING AND COMMISSIONING: The automatic transfer switch shall be field tested once installed at the project site to confirm proper operation of the system; Schedule and witness testing activities shall be coordinated with the project engineer, site contractor, and owner as required in advance of the testing date; A qualified local factory-trained field representative shall conduct the necessary test to ensure proper operation of the switch. Visual Inspection: Electrical and Mechanical inspection to verify the installation is correct as recommended by the transfer switch manufacturer and as per National Electric Code (NEC) requirements. Mechanical Tests: As a minimum, the following mechanical tests shall be performed on the transfer switch: Power conductor torque verification; Verification of mechanical interlock; Manual ATS Mechanism Operation; All Mechanical Fasteners/Wire Connections Tight; Confirmations of correct transfer switch voltage, current and withstand ratings as is required for the application; Meggar testing the power cabling to the transfer switch; Verification of correct power cabling phasing and phase rotation prior to energization; Confirmation of settings for all timers & voltages sensors. Full Function Test-normal operation – 3 complete cycles of failing the utility supply, and transfer load to/from the generator set; Verification of all test modes operates correctly. CONDITIONS: In addition to equipment specified, each automatic transfer switch shall be equipped with all necessary equipment as specified by the manufacturer for this model and shall include but not be limited to the following necessary items: Shrink Wrap applied to the product to ensure a clean finish; One complete set of operation and maintenance manuals; A two (2) year or 1500 hour from date of standard standby warranty will apply from date of successful startup; Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Zone	Rank	Vendor	Price
Western	Primary Alternate	ACF Standby Systems, LLC Mid Florida Diesel, Inc	$4,038.00 $4,100.00
Northern	Primary Alternate	ACF Standby Systems, LLC Mid Florida Diesel, Inc	$4,038.00 $4,100.00
Central	Primary Alternate	ACF Standby Systems, LLC Mid Florida Diesel, Inc	$4,038.00 $4,100.00
Southern	Primary Alternate	ACF Standby Systems, LLC Mid Florida Diesel, Inc	$4,038.00 $4,100.00

Options appear in alphabetical order by awarded vendor.

Options: ACF Standby Systems, LLC

Order Code	Description	Price
ASCO 600AMP BASE	600A Automatic Transfer Switch - Base Price - All Zones	$0.00
ASCO 150	Credit - Downgrade Package, 150 Amps	$1,600.00
ASCO 200	Credit - Downgrade Package, 200 Amps	$1,500.00
ASCO 260	Credit - Downgrade Package, 260 Amps	$1,400.00
ASCO 400	Credit - Downgrade Package, 400 Amps	$900.00
ASCO 800	Upgrade - Packabe - 800 Amps	$1,800.00
ASCO 1000	Upgrade - Packabe - 1000 Amps	$3,200.00
ASCO 1200	Upgrade - Packabe - 1200 Amps	$3,400.00
ASCO 1600	Upgrade - Packabe - 1600 Amps	$5,400.00
ASCO 2000	Upgrade - Packabe - 2000 Amps	$6,300.00
ASCO 2600	Upgrade - Packabe - 2600 Amps	$10,100.00

Order Code	Description	Price
ASCO 3000	Upgrade - Packabe - 3000 Amps	$11,500.00
30% Installation Discount	Upgrade Equipment Discount off Installation	$0.00
30% Discount	Optional Equpment- Discount percentage off manufacture's current published retail rated for non specified options and any optional Models bid.This discount ONLY APPLIES to a down grade or an Upgrade to the model listed in this specifications. It does not apply to a completely different make or Model.(The discount is applied to the manufacture's current published retail prices) 30% off listed price for any item not included above.	$0.00

Options: Mid Florida Diesel, Inc

Order Code	Description	Price
104amp	CREDIT: Downgrade to a 100amp ATS	$2,210.00
150amp	CREDIT: Downgrade to a 150amp ATS	$2,090.00
200amp	CREDIT: Downgrade to a 200amp ATS	$1,900.00
260amp	CREDIT: Downgrade to a 260amp ATS	$1,330.00
400amp	CREDIT: Downgrade to a 400amp ATS	$900.00
800amp	Upgrade to a 800amp ATS	$2,020.00
1000amp	Upgrade to a 1000amp ATS	$4,150.00
1200amp	Upgrade to a 1200amp ATS	$6,080.00
1600amp	Upgrade to a 1600amp ATS	$8,800.00
2000amp	Upgrade to a 2000amp ATS	$9,950.00
2600amp	Upgrade to a 2600amp ATS	$13,620.00
3000amp	Upgrade to a 3000amp ATS	$14,950.00
11BE Bundle	Event log/RS 485 enabled/common alarm contact	$280.00
Remote Monitoring	Includes 11BE & 72EE Ethernet Module	$850.00
ATS Harness	72" Harness- 37B	$290.00
4X-100-260	NEMA 4X Enclosure 30amp-230amp	$2,000.00
4X-400-1000	NEMA 4X Enclosure 260amp-1000amp	$3,600.00
SER-4X-100-600	NEMA 4X -100amp-600amp (SER ATS Only)	$3,100.00
SER-4X-800-1000	NEMA 4X -800amp-1000amp (SER ATS Only)	$6,050.00
SER-100-225	Service Entrance Rated ATS- 100amps thru 225amps	$2,200.00
SER-230-400	Service Entrance Rated ATS- 230amps thru 400amps	$2,600.00
SER-600-800	Service Entrance Rated ATS- 600amps thru 800amps	$3,200.00
SER-1000-1200	Service Entrance Rated ATS- 1000amps thru 1200amp	$6,750.00
SER-1600-2000	Service Entrance Rated ATS- 1600amps thru 2000amp	$8,890.00
SER-2500-3000	Service Entrance Rated ATS- 2500amps thru 3000amp	$14,150.00
18RX-REX	Relay Module (Notmal & Emergency Contacts)	$195.00
18Rx2	Relay Module- 2 Sets (Notmal & Emergency Contacts)	$380.00
ATS-5-Warranty	YR Comp Extended ATS Standby Limited Warranty	$650.00
20% Discount	20% Off List Price for any items not quoted above	$0.00

Date: June 8, 2020 Quote # 20360253 REV B

To: Highlands County BOCC

Attn: Mr. Robert A. Diefendorf, Jr.

Reference: Highlands County BOCC – Landfill Generator FSA Item # 102_130KW

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 200 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Upsized Alternator 300KW
- Steel Weather Enclosure
  - Industrial Grey Baked-On Powder Coat Finish
  - 150 MPH Wind Load
- 150 MPH Wind Load Certified
- UL2200
- EPA Certified
- H-100 Control Panel
  - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W
- 500 Gallon Double-Wall UL142 Basetank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
  - Emergency Vent
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Primary MLCB, 80% rated thermal-magnetic
  - 600 Amp
- 2-Year Comprehensive Warranty

Quantity 1 - Factory Freight to the Highlands County, No offloading by ACF.

Quantity 1 - Start-up including a 2 hour load bank test and Building Transfer Test. Max 1 Trip.

Pricing:
FSA Item #102 Generac SD130 Base Price By ACF_____ $35,100.00
FSA Upgrade to a 200Kw_____$15,250.00
30% Discount Adder for Upsized Alt 300KW_List Price $3,112.86 x .7 = $2,179.00
30% Discount Adder for 500 Gal Fuel Tank List Price $7,202.86 x .7 = $5,042.00

Total investment for the above equipment (Not including any applicable tax): $57,571.00

Notes

1. This Quotation is based upon 2020 FSA Item Number 102, Generac SD130.

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Reference: Highlands County BOCC - Annex FSA Item # 223_ Automatic Transfer Switch_ASCO_Series 300

We are pleased to offer the following quote for the above project:

Qty-1 ASCO Open Transition type, 600A, 3 Pole 208V 3 Phase NEMA 3R Enclosure

Base Price for a Qty.- 1 = _____ $4,038.00
30% Discount Adder for 4 pole upgrade List Price $1,235.72 x .7 = $865.00

Total Sell Price for Qty.-1_____$4,903.00

Notes

1. This Quotation is based upon 2020 FSA Item Number 223, ASCO_Series 300.

Sincerely,

John Lundahl

John Lundahl
Sales Engineer
Acf Standby Systems, Llc
Cell (813) 309-3980
j.lundahl@acfpower.com

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature

_____ PO# _____

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

June 25, 2020

Summary:	ELEC SERVICE
Reference #:	1711-36663
SP:	JF
Due Date:	6/25/2020

DEPARTMENT OF SOLID WASTE MANAGEMENT
12700 ARBUCKLE CREEK RD
SEBRING, FL 33870

863-402-7786 863-402-7785 FAX

Job Name:
DOSWM ES36663
12700 ARBUCKLE CREEK RD
200KW GENERATOR
SEBRING, FL 33870

863-402-7786 863-402-7785 FAX

We Hereby Submit Specifications And Estimates For:

PROPOSAL TO INSTALL CUSTOMER SUPPLIED 200A GENERATOR. PRICE INCLUDES CRANE FEE TO REMOVE AND SET NEW GENERATOR. INSTALLATION OF CUSTOMER SUPPLIED ATS ALSO INCLUDED. ALL WIRES WILL BE CONNECTED TO ALLOW GENERATOR TO RUN AND BE OPERATIONAL. PRICE BASED UPON ALL WORK BEING DONE DURING NORMAL BUSINESS HOURS.

$5,072

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above. Our company reserves the right to postpone services for

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Clinton Howerton Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve a Disaster Debris Monitoring Services Contract with Tetra Tech, Inc. from RFP 20-016 for three (3) years with an option to extend the Contract for two (2) additional periods of one (1) year.**

STATEMENT OF ISSUE

Attached, for your approval is a contract with Tetra Tech, Inc. to provide Disaster Debris Monitoring Services from RFP 20-016. This Contract is for three (3) years with an option to extend the Contract for two (2) additional periods of one (1) year.

The debris monitoring contractor will ensure that all state and federal rules and regulations are followed by the debris removal and recovery contractors to ensure all requirements for eligible reimbursement for disaster debris removal and recovery services will be met.

RECOMMENDED ACTION

Move to approve the contract with Tetra Tech, Inc. for disaster debris monitoring services from RFP 20-016 for three (3) years with an option to extend the Contract for two (2) additional periods of one (1) year.

FISCAL IMPACT

There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.

Attachments: 20-016 Disaster Debris Monitoring Contract-7-8-2020.pdf

CONTRACT
Disaster Debris Monitoring Services

This Contract ("Contract") is made_____, 2020, by and between Highlands County, a political subdivision of the State of Florida ("County") and Tetra Tech, Inc., a foreign corporation ("Contractor"). In consideration of the mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF SERVICES

Contractor hereby agrees to provide the County with the disaster debris monitoring services described in the Highlands County Board of County Commissioners' ("Board") RFP 20-016 attached hereto and included herein as Exhibit A (the "Services") pursuant to the Contractor's Proposal, which includes pricing and compensation, as identified in Exhibit B. Additionally, the Federal Contract Compliance requirement provisions are provided in Exhibit C. Contractor shall report to the County's designated Project Manager as identified in Article 18 ("Project Manager") or his/her designee on all requirements of this Contract.

In the event of a conflict between the provisions in this Contract and the provisions on Contractor's Proposal, the provisions in this Contract shall govern. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM

This Contract shall be for a term of three (3) years beginning upon the date of the fully executed contract, and the parties shall have the option, by written instrument signed by both parties, to extend this Contract for two additional periods of one (1) year (the "Extended Term"). Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP.

ARTICLE 3. FEE SCHEDULE

County shall pay Contractor for the services performed by Contractor at the following rates:

Fee Schedule for Debris Monitoring Services:

Title	Hourly Rate
Project Manager	$78.00
Operations Manager	$64.00
FEMA Coordinator	$95.00
Scheduler/Expediter	$35.00
GIS Analyst	$50.00
Computer Analyst	$58.00
Field Supervisor	$45.00
Disaster Debris Management Site/Tower Monitor	$36.00
Environmental Specialist	$55.00
Project Inspectors (Citizen Site Monitors)	$32.00

Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	$0.00
Billing/Invoice Analysts	$45.00
Administrative Assistants	$34.00
Field Monitors/Field Debris Code Monitors	$36.00

***** for all aspects of the debris removal operations, including all activities at all loading, staging, and disposal sites, including, but not limited to, loading site monitors, debris management site monitors, field monitors, field collections monitors, disaster debris monitoring site monitors, and citizen drop off site monitors.

Those hourly rates are fully burdened and include all overhead, labor, equipment, materials, travel time and travel related expenses, including, but not limited to, transportation costs, meal costs and allowances, lodging, per diem, and other out of pocket expenses, and all other direct and indirect non-labor costs and charges.

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit monthly invoices, plus any pre-approved reimbursable costs, in writing, by the Project Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County's Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month.

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Board's Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person in its response to the Board's RFP 20-016, or any County approved replacement of such person, without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to the RFP or any County approved replacement ceases to provide services pursuant to this Contract.

Contractor shall maintain sufficient staff to perform the Services. Contractor shall remove any person from performing Services upon a determination by the County that such person is or has been careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the best interest of Highlands County. Any personnel of Contractor who is charged with or is being prosecuted for a felony will be considered reasonably objectionable. Contractor warrants and represents that it has the right and power to fulfill its obligations under this Article.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, and $500,000 policy limit for disease.

(b) Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance

contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) Professional Liability / Errors and Omissions Insurance. Requirement Removed, not applicable to this contract.

9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees, volunteers and FEMA as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, agents and FEMA against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to providing the Services, materials, and equipment specified in this Contract, including, but not limited to, Health Insurance Portability and Affordability Act (HIPAA), State of Florida privacy laws, and the Florida Consumer Collection Practices Act. Contractor shall comply with all federal, state, and local laws that may affect the Services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

Contractor shall hold all licenses, certifications, and required registrations and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform work under this Contract shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses, certifications, or registrations shall be borne by Contractor. All fees, permits, certifications, licenses, and registrations are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD-PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 28 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

Research, data collection, and preparation of Services and other related work product developed by Contractor under this Contract shall become the property of County without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager. If subcontractors are permitted, Contractor shall require the subcontractor be bound by the terms and conditions of this Contract. Contractor shall be solely responsible to pay its subcontractors. Contractor remains responsible for all its obligations under this Contract. County may withdraw consent for Contractor's use of subcontractors at any time.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the Board's Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

County Project Manager: Clinton Howerton, Jr., P.E.—County Engineer
Telephone: 863 402 6877 E-mail: chowerton@highlandsfl.gov

The Contractor's primary contact person for Services performed pursuant to this Contract shall be:

Contractor Primary Designated Contact: Anne Cabrera, Deputy Director, Post Disaster Programs
Telephone: (954) 559-4951 Cell Phone: (954) 559-4951
E-mail: anne.cabrera@tetratech.com

Contractor shall provide County with immediate notice if there is a change to the Contractor's primary contact person.

Response time shall be deemed as having a Contractor's representative physically present at a location within Highlands County, as determined by a Highlands County representative, within six (6) hours after notification of need. Performances shall be deemed as the commencement of services begin within twenty-four hours of issuance of Notice to Proceed.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
501 South Commerce Avenue
Sebring, Florida 33870
Attn: Clinton Howerton, County Engineer

To Contractor:

Tetra Tech, Inc
2301 Lucien Way, Suite 120
Maitland, FL 32751
Attn: Betty Kamara
Telephone: (407) 803-2551

ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

ARTICLE 24. COMPLAINTS

Complaints against the Contractor in connection with the Contractor's performance of Services shall be processed through the Highlands County Purchasing Department ("Purchasing Department") with input from the County's Engineering Department. It is

the County's intention that complaints will be addressed within five business days from receipt. The County will provide Contractor with written notice of a received complaint. Contractor shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Contractor's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Contractor's failure to timely respond to the County's notice or Contractor's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Contract.

ARTICLE 25. DISPUTE RESOLUTION. The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

25.1 **Negotiation**.

(a) *Notice of claims or disputes*. All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Contractor against the County relating to this Contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County's purchasing manager for initial informal review and determination.

(b) *Requested information*. During the initial review stage provided for in subsection (1) above, Contractor shall supply any additional information requested by the County's purchasing manager within the time period set forth in the request. Failure of Contractor to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims*. The purchasing manager is authorized to resolve any claim arising out of the performance of this Contract at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager's decision*. The written decision of the purchasing manager pertaining to Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision*. If an adverse decision on the Contractor's formal contract claim has been rendered by the County's purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager's decision*. The purchasing manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

25.2 **Mediation**. The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule

mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

25.3 **Litigation, Venue, and Jurisdiction**. If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 27.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 26. FAILURE TO PERFORM

The Contractor shall be prepared to start providing services within fourteen (14) days after execution of this Contract by Contractor and County. Failure to complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply service, the County may use the services provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 27. TERMINATION

27.1 **County May Terminate For Convenience.** Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Contractor shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

27.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Contractor based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 32. MISCELLANEOUS PROVISIONS

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

32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.

32.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.

32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Services.

32.5 Contractor shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION

33.1 Definitions. As used in this Article.

(a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee

i. Normally performs support work, such as indirect or overhead functions; and

ii Does not perform any substantial duties applicable to the Contract.

(b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

(d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

33.2 Enrollment and verification requirements.

(a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of

i. All new employees.

(A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

(B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.

(b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

33.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: http://www.uscis.gov.

33.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract Contractor is a Contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

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

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.

35.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both parties.

ARTICLE 37. ADDITIONAL CERTIFICATIONS

37.1 By signing this contract, Contractor certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Contractor shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the Project Manager. Further, Contractor represents and warrants that as of the date of its signing of this Contract, neither it nor any of its employees are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Contractor additionally represents that no final adverse action by the federal or state government has occurred or is pending or threatened against it, its affiliates, or, to its knowledge, against any employee or agent engaged to provide Services under this Contract. Contractor also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Contractor will promptly notify the County. County retains the right to terminate or modify this Agreement in the event of Contractor's exclusion from a federal or state health care program. By signing this contract, Contractor certifies that it has the authority to comply with this paragraph.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above set forth.

HIGHLANDS COUNTY, a political subdivision of the State of Florida			**TETRA TECH, INC.** A Delaware corporation	
By:			By:	
Name:	William R. Handley		Name:	Jonathan Burgiel
Title:	Chairman		Title:	Business Unit President
Date:			Date:	July 7, 2020

ATTEST:			**ATTEST:**	
By:			By:	
Name:	Robert W. Germaine		Name:	Ralph Natale
Title:	Clerk of Courts		Title:	Director, Post Disaster Programs
Date:			Date:	July 7, 2020

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

REQUEST FOR PROPOSALS

20-016

DISASTER DEBRIS MONITORING SERVICES

February 2020

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing & Emergency Services

REQUEST FOR PROPOSALS
("RFP")

The Board of County Commissioners of Highlands County, Florida ("County"), a political subdivision of the State of Florida, will receive sealed Proposals in the Highlands County Purchasing Department ("Purchasing Department") for:

RFP NO. 20-016 DISASTER DEBRIS MONITORING SERVICES

The County and other public entities in Highlands County are seeking a firm with at least 5 years' successful experience in debris monitoring services to manage/monitor disaster debris recovery to include collection monitoring, disaster debris management site monitoring, citizen storage site monitoring, data reporting, and other related services. The selected firm will be awarded a three (3) year contract for services with possible two renewals consisting of one (1) year each. Highlands County, in cooperation with the following entities: Sebring Regional Airport, the City of Sebring, the City of Avon Park, the Town of Lake Placid and Highlands County special districts, may require services.

Specifications may be obtained by downloading from our website: www.highlandfl.gov, or www.VendorRegistry.com. For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: cmdavis@highlandsfl.gov.

Award will be based on the proposal and if necessary, presentations from the firms. Proposals shall be completed and submitted in accordance with this RFP. . The evaluation criteria include: Firms Project Understanding /Approach (max. 40 points); Ability of Personnel and Experience (max.20 points); Relevant Firm Experience (max. 40 points); Current and Projected Workload (max. 10 points); References (max 20 points); Fee Schedule (Max 40 points) and completeness of the required RFP required proposal documents.

A NON-MANDATORY PRE-PROPOSAL meeting will not be held for this solicitation at **11:00 am** on **March 2, 2020** located in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL 33870.

Each submittal shall include one (1) original submission package and three (3) exact paper copies of the original submission package and one (1) exact electronic copy (CD or thumb drive) of the original Proposal submission packet. Each submittal is subject to the Florida Public Records Law in Florida Statutes, Chapter 119. If any information submitted in response to the RFP is confidential or exempt from disclosure pursuant to the Florida Public Records Law, that information should not be included with the electronic copy and should be placed in a separate

envelope marked “confidential” or “exempt from disclosure” with the paper submittal and shall include a reference to the Florida statute or other law that deems that information confidential or exempt from disclosure.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Thursday, March 18, 2020**, at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the RFP number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board’s Local Preference Policy (“Local Preference Policy”) and the Board’s Women/Minority Business Enterprise preference will **not** apply to the award of this RFP.

The successful Contractor(s) is responsible for taking affirmative steps to place, solicit sources, and encourage participation of Small Businesses, Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the submittal and any resulting contract work from this solicitation. Proposers are required to follow 2 CFR 200.321 regarding contracting with Small, Minority and Women Business Enterprises in all submittals and resulting contracts and report their participation.

The Contractor is responsible for taking affirmative steps to place, solicit sources, and encourage participation of Small Businesses, Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the submittal and any resulting contract work from this solicitation. Proposers are required to follow 2 Code of Federal Regulations (CFR) 200.321 regarding contracting with Small, Minority and Women Business Enterprises in all submittals and resulting contracts and report their participation.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board’s functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebecca Cable , ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida.

2. Proposer means the person or entity submitting a Proposal in response to this RFP.

3. Contractor means the Proposer whose Proposal is accepted by the County, who agrees to comply with the terms and conditions issued by the County in performing Services, and who signs a contract with the County.

B. All Proposals shall become the property of the County.

C. All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS INDICATED ON THE PROPOSAL FORM.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is 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 s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION XVIII, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

D. Proposals are due and must be received in accordance with the instructions given in the announcement page and any subsequent Addenda.

E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.

F. Proposers, their agents, and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.

G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.

H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.

I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.

K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.

M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP with documentation of such authority provided with the submitted Proposal.

N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. *Workers' Compensation Insurance*: Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

   Commercial General Liability Insurance: Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of $3,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

2. *Commercial Automobile Liability Insurance*: Contractor shall have and maintain automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3. *Professional Liability Insurance*: Contractor shall have and maintain professional liability insurance with a limit of not less than $1,000,000 per occurrence/claim.
4. *Special Requirements / Evidence of Insurance*:
    a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
        (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
        (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
    b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
    c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
    d. Contractor shall hold the County, its agents and employees, and FEMA and its employees and agents, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
    e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
5. Renewal:
    a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

O. The following “Statement of Indemnification” will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers, and FEMA from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor’s obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor’s limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.

Q. If submitting a Proposal or Bid for more than one RFP or Invitation to Bid (ITB), each Proposal and each Bid must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.

R. Each Proposal must contain proof of enrollment in E-Verify.

S. Small Businesses Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

T. Board policy prohibits any County employee or members of tan employee’s family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than $10.00

U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.

V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.

W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.

Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.

Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.

aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods, or services for the County.

bb. The selected firm shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

cc. If, at any time during the contract term, the service performed or work done by the Contractor is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the

deficiency by separate contract or with its own resources at the expense of the Contractor.

. By submitting a response, the Contractor certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.

ee. By submitting a response, the Contractor certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The County may exercise its rights under this "certification" within one (1) year following final payment.

ff. Work under this solicitation and eventual contract requires compliance with Federal contract compliance requirements.

gg. A Performance evaluation will be conducted in intervals and upon completion of each event assignment by the County Project Manager and provided to the Contractor. These evaluations may be conducted after each task or at specified intervals during the contract and will always be conducted at the close of project. This evaluation will become public record.

hh. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor

-END OF SECTION-

SECTION II. This Section Intentionally Left Blank

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).

B. To issue additional subsequent ITBs or RFPs.

C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.

D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.

E. The County also reserves the right to modify the Scope of Work to be performed.

F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.

G. If the County determines that collusion exists among Proposers, all Proposals shall be subject to rejection.

H. The County auditors, federal auditors, and state and Federal Emergency Management Agency (FEMA) auditors reserve the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-016

A. ADDENDUMS: In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.highlandsfl.gov and www.VendorRegistry.com . The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.

B. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Proposer has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Bidders, or entities that have provided or are providing services or goods related to this RFP.

C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

D. JOINT PROPOSALS: In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.

E. MISUNDERSTANDINGS: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve

the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.

G. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under “Exceptions / Items not Identified in Scope of Work", unless otherwise specified.

J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-016

A. PURPOSE: The County hereby gives notice that it intends to award a contract for Disaster Debris Monitoring Services.

B. MANDATORY PRE-PROPOSAL MEETING: A mandatory pre-proposal meeting will be held for this solicitation.

C. PROPOSAL DUE DATE: The Proposal due date is as described on the Announcement sheet, page 3, of this RFP and any subsequent addenda.

D. PERFORMANCE OF SERVICES: The Contractor must perform all services and provide all deliverables required by this RFP.

E. CONTRACT MANAGER: This project is managed for the County by the Highlands County Engineer or his/her designee.

F. INSURANCE: Contractor shall have and provide proof of insurance as described in the General Terms and Conditions, subsection N of Section I of this RFP.

G. CONTRACT AND CONTRACT TERM: A written contract shall be signed by the awarded Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for three (3) years, and may be renewed for two additional one (1) year terms upon written agreement of the parties. The County shall have the right to terminate the contract with or without cause upon thirty (30) days' notice.

H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and Contractor and delivery of a Purchase Order by the County.

I. CHANGE ORDER(S): The Contractor 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 Contractor.

J. PRICING: Each Proposer shall include pricing with its Proposal on the Fee Schedule Form included in Section VIII of this RFP.

K. INVOICING / COMPENSATION:

Contractor 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. 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.

The Contractor's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services. The monthly invoice shall also include documentation for reimbursable costs, if any, incurred by the Contractor during the period covered by the invoice.

L. FAILURE TO PERFORM: The Contractor shall be prepared to start work as specified in the Scope of Services after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and the price paid the new Contractor to complete the work shall be charged to and paid for by the Contractor.

Contractor 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 Contractor 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 Contractor fails to comply with any of the provisions of this RFP or of the contract.

M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B (5) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B (5) of this RFP or any County-approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

N. AWARD RESTICTION: The contractor awarded the County's disaster debris removal and recovery services contract(s) shall be ineligible to compete for this contract.

O. POST AWARD MEETING: Within five (5) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

P. PERFORMANCE AND PAYMENT BOND: When a contract for work exceeds $200,000, a Performance and Payment Bond must be provided by the Contractor by a Surety company considered satisfactory by the County with a A.M. Best Company rating (or other equivalent rating company) equal to or better than A- Class VI.

Q. MISTAKES: In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk.

-END OF SECTION-

SECTION VI. SCOPE OF SERVICES AND QUALIFICATIONS

Highlands County, hereinafter called "Owner, County, or Highlands County" is located in South Florida, USA and has a population of 102,575 citizens based upon current (2018) estimates from the University of Florida Bureau of Economic and Business Research (BEBR). The County encompasses approximately 1,106 square miles or 708,020 acres of which 688,688 acres are unincorporated and 19,332 acres are incorporated (municipalities). The County has approximately 998 paved County maintained roads and 200 miles of unpaved County maintained roads. Highlands County's park system includes 45 parks.

This solicitation is requested for services that cooperatively include the two cities of Sebring and Avon Park, the Town of Lake Placid and the Sebring Airport. While services are being solicited in a cooperative manner, individual contracts for these entities may be required for the cities and towns and will specifically be required for the Sebring Airport. Each entity that contracts for services are responsible for their own contract management and payments for services under their contract.

The Sebring Airport includes approximately 1768 acres with airport roadways, paved parking lot space; metal airport storage space and airport runways.

The County and other public entities in Highlands County are seeking a firm with at least 5 years' successful experience in disaster debris monitoring services.

Highlands County is preparing for future Disasters by entering into a pre-event contract for Disaster Debris Monitoring and Recovery Services. This RFP is for the overall monitoring of Debris Contractors.

Highlands County will accept proposals from qualified contractors with experience in disaster monitoring services who shall provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency situation as required by the County. The Contractor shall perform all the requirements of this scope of services as ordered by the County. Response time shall be deemed as having a Contractor's representative physically present at a location within Highlands County, as determined by a Highlands County representative, within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four hours of issuance of Notice to Proceed.

It is the intent of Highlands County to award a single contract for this service to one Contractor. The Contractor will be responsible for all monitoring services listed within this contract.

The Contractor shall provide a range of services including debris monitoring, oversight and management of disaster recovery and debris removal contractors, damage assessment, training, emergency planning and other services as needed and ordered by the County for natural or manmade disasters. The County will assign debris removal contractors to the debris monitoring contractor at its sole discretion. Other services may include facilitating communication with Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), the State of Florida and other federal agencies, and coordination with state insurance representatives.

ARTICLE 1. SCOPE OF SERVICES

Section 1.01 DEBRIS MONITORING SERVICES

A. Disaster Response Administration and Documentation

The Contractor shall be responsible for the overall monitoring of debris Contractors. This will include but not be limited to monitoring recovery Contractor's progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate a collection routing plan with the disaster debris Contractor and the County to insure a well-managed, organized approach to debris collection and shall recommend the routing plan for approval by the County.

Upon notification by the County, the Contractor shall provide the following services:

1. Appoint a Project Manager who shall be the County's point-of-contact, responsible for the overall coordination and communication with the County. This manager shall remain on the job at all times it is operational. To perform monitoring of debris contractors and the management of the Contractor's monitoring team. The Project Manager shall be physically located in the Emergency Operations Center (EOC) or other location specified by the County within two (2) hours of Notice to Proceed. The Project Manager shall assign an operations manager to oversee each assigned debris recovery contractor.

   Reporting to EOC – The project manager and at his discretion other key personnel shall report to a location within Highlands County as determined by the Highlands County representative, at a minimum of 24 hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within sixty (60) hours after notification.

   The Contractor shall mobilize a staff of sufficient size to adequately monitor debris operations within 24 hours of Notice to Proceed. The Project Manager shall provide daily updates on debris removed and estimate the time remaining for job completion.

   An independent temporary field office for the monitoring staff shall be provided by the Contractor if direct by the County. The office shall include, but not be limited to, a telephone, computer, copier and fax.

   The Project Manager shall be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities for project management/project oversight include but are not limited to:

2. Coordinating daily briefings, work progress, staffing, and other key items with the County and Debris Contractor.

3. Scheduling work for all team members and contractors on a daily basis.

4. Provide scheduling, managing, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.

5. Hiring, training, deploying and supervising inspectors.

6. Establishing a schedule for the inspectors each day.

7. Monitoring Debris Removal Contractor's progress, recording the measurement of (cubic yards) of each vehicle in service and making/implementing recommendations to improve efficiency and speed up recovery work.

8. Tracking, assisting, and coordinating with County personnel to respond to public concerns, comments and problems in the field, citizens' complaints, to include commercial or residential property damage claims as a result of debris removal.

9. Conducting safety inspections.

10. Ensuring compliance with contracts by all prime and subcontractors.

11. Scheduling and conducting periodic meetings with field staff and contractors.

12. Conducting end of day duties, verifying all vehicles have left Disaster Debris Management (DDM) sites at the County's specified time, and site are secured (gate locked if applicable) to prevent illegal dumping.

13. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the County and updated daily of the progress from previous day's work.

14. Scheduling and managing field staff.

15. Oversight of the FEMA/FHWA reimbursement process and procedures.

17. Ensure adherence to the Quality Assurance Plan.

B. Project Management Team

At a minimum, the project management team shall consist of the following members:

1. Project Manager

2. Operations Manager
3. FEMA Coordinator
4. Scheduler/Expediters
5. GIS Analyst
6. Computer Analyst
7. Field Supervisors
8. Debris Site/Tower Monitors
9. Environmental Specialist
10. Project Inspectors (Citizen Site Monitors)
11. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
12. Billing and Invoice Analysts
13. Administrative Assistance
14. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be listed in the Fee Schedule Form, Lot II, Additional Positions.

Section 1.02 SERVICES PROVIDED BY THE CONTRACTOR

A. Operational Reports and Record Documentation

The Contractor shall prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris contractor's activities and progress from the previous day and shall be submitted within the timeframe established by the Highlands County representative, to a distribution list established by the County Project Manager. In order to have consistency, a reporting structure and format will be provided to the Contractor by the County. Each daily report submitted shall contain the following minimum information:

1. Contractor's Name
2. Contract Number
3. Reports and graphs to delineate production rates and crews and their equipment, progress by area and estimations of total quantities

remaining, time of completion, and daily cumulative cubic yards of debris removed, processed and hauled.

4. GIS mapping data updates and digitized reports.

5. All GIS layers required will be provided to the Contractor by the Highlands County GIS Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data will be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.

6. Data exports on a monthly basis shall be at a minimum SQL server version 2008 or Oracle version 11g or higher version.

7. Scanned documents should be at a minimum 300 dpi and in jpg, TIFF or PDF file format.

8. The Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing. Such documentation shall be digitized along with all source documents (such as load tickets) and supplied to the City with each invoice.

9. Work closely with State Emergency Management, FEMA, and all other applicable agencies to insure that debris collection, debris disposition, and all supporting data met each agency's requirements to maximize reimbursement eligibility.

Weekly Summaries: The Contractor shall submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

Damage Reports: The Contractor shall notify the County, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

B. Technical Expertise and Guidance – As directed by the County, the Contractor shall provide:

1. A comprehensive emergency management plans to include plan development; plan review, and plan revisions.

2. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.

3. Damage assessment of facilities.

4. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.

5. Development of debris plan to include staff training, environmental assessment and mitigation.

6. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.

7. Technical support and assistance in developing public information.

8. Technical support and assistance with preparing and/or developing data and documentation for the County's reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

9. Other reports and data as required by the County.

10. Aerial photographs per Highlands County Engineering Department specifications shall be flown monthly (of the debris sites or other areas as designated or requested by the County).

Section 1.03 OTHER SERVICES PROVIDED BY THE CONTRACTOR

As directed by the County, the Contractor may provide the following:

A. Training and Assistance: Sessions for all key County personnel and assistance in all Disaster debris recovery-planning efforts as requested.

B. Preliminary Damage Assessment: Within twenty-four (24) hours of NTP, determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of quantities, documenting eligible costs and describing the physical and financial impact of the disaster.

C. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited, to development of a debris management plan, assistance in the identification of adequate disaster debris management sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

D. Post-Disaster Federal Grant Application and Reimbursement Support: Collaborate with County staff and other County Contractors on project formulation, including damage assessments, information gathering, project development, preparation of Project Worksheets and other grant application or reimbursement documents, and other project submittals to the Florida Department of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA).

E. Digitization of all source documentation (such as load tickets and supplies to the County with each invoice).

Section 1.04 FINAL REPORT

A final report shall be prepared by the Contractor and submitted to a distribution list as established by the County Project Manager within thirty (3) calendar days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information shall be included in this report:

A. Discussion of disaster response requirements and results.

B. Recommendations for future disaster response strategies.

C. Stopping work in progress that is not being performed or documented in the appropriate manner.

D. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

E. Checking work in process to make sure that the paper work authorizations, permits, and other prerequisites has been received.

F. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.

G. Maintaining digital photo documentation of recover work on a daily basis.

H. Aerial photography on a monthly basis.

Section 1.05 MEETINGS AND COMMUNICATION

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor shall meet with County representatives as directed by and coordinated with the County. The Contractor shall attend a pre-proposal conference for the debris recovery contractors, if so directed by the County, and convene and attend regular progress and coordination meetings, as appropriate. The Contractor shall provide minutes of all meetings within three (3) business days after the meeting occurs.

Section 1.06 FIELD MONITORING

In order to obtain FEMA reimbursement all collection must be monitored in the field by collections monitors. The Contractor shall verify that the County's debris Contractor has established accurate and complete load ticket process and provide collection monitors-staff to record required FEMA data.

The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed. The Contractor shall provide a field quality control team consisting at a minimum of two (2) monitors per site, one (1) monitor per recovery crew, and at least one (1) field supervisor for every day. This team shall monitor the recovery contractors for contract compliance, efficiency and regulatory compliance and provide feedback to the County through their management team. All field members shall be equipped with all the state of the art equipment necessary to complete monitoring, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

Contractor shall provide a field quality control team, recovery crew and at least one (1) field superintendent for every seven (7) monitors unless otherwise approved by the County. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the County in writing for review. This plan should outline areas for such an adjustment of staff as well as a description of how recovery crews shall be monitored to meet FEMA guidelines. The Contractor shall provide feedback to the County through their management team.

Every debris-hauling vehicle must be certified prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been measured and placarded by County Debris Collection Contractor. All debris collection vehicles must be monitored and documented.

A. Responsibilities of the Quality Control Team and examples of field collection monitoring tasks include but are not limited to:

1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.

2. Inspect means and methods to measure and record work and recommend changed that may be needed.

3. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

4. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.

5. Check work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.

6. Verification that all debris picked up is a direct result of the disaster.

7. Verification that the Contractor is working in their assigned contract areas.

8. Report any improvements in work assignments and/or efficiency/productivity that may be appropriate.

9. Report to the County any work performed by Contractor that is not in compliance with all federal, state and local safety regulations appropriate for the task being performed.

9. Maintain all digital photo documentation of recovery work on a daily basis. All photo's presented shall show the description in detail of hangers, stumps and leaner removal. The team shall photograph every stump, leaner and hanger removed and GPS coordinate documentation of recovery work on a daily basis.

10. Aerial Photography on a monthly basis.

11. Monitor County's right of way (ROW) to prevent ineligible debris to be set out by homeowners and businesses.

12. Assist the County's Zoning Division with documentation necessary for the enforcement relating to illegal debris dumping and ineligible debris practices. Field Monitors must utilize HIGHLANDS County Codes relating to illegal debris dumping and ineligible debris practices in the performance of these duties:

    a. Assist County in the investigation of commercial activity at the County's Citizen Storage Sites.

    b. Communication and distribution of informational flyers to residents on the proper handling and disposal practices.

    c. Direct verbal notification of observed violations of County's definitions of ineligible debris.

    d. Documentation of violations; including but not limited to street address, photographs and vehicle tag numbers.

Section 1.07 LOAD TICKETS PROCESS

The Contractor shall ensure that the Debris Contractor has established a load ticket process complete with forms to be provided to collection monitor staff for recording of FEMA data. Load tickets should consist of multiple copied pages, (original and four copies). The Contractor shall retain original completed tickets on behalf of the County. Additionally, the Contractor, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets.

Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load Tickets shall include the following minimum information per FEMA requirements, latest edition:

A. Highlands County Debris Load Ticket (as a title)

B Contractor Name

C. Ticket Number

D. Debris Removal (Pick-up) Locations with complete street address of closet property.

E. Debris Removal (Pick-up) Location Departure Time

F. Date

G. Load Site Zone

H. Map page and section number

I. Nearest cross street

J. Name of sub-contractor

K. Field monitor's name (printed) and signature

L. Crew Number

M. Truck (Container) Number

N. Driver Name (printed) and signature

O. Capacity (Container)

P. Total Debris Volume (Quantity)

Q. Percent of volume full

R. DDM TDSR or Disposal Dump Site Name (Location)

S. DDM TDSR or Disposal Site Time

T. Debris Classification or Type (Vegetation, C&D, Mixed, Other)

U. Comment Section

V. Tower monitor's name (printed) and signature

W. Verification Signature Lines (Load site, Dump Site Monitors and Contractor)

Section 1.08 DISASTER DEBRIS MANAGEMENT (DDM) SITE AND CITIZEN STORAGE SITE

A. The Contractor shall provide a minimum of two (2) site monitors for each DDM Site and Citizen Storage Site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensue efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle volume and type of waste. The Contractor shall observe all vehicles entering and exiting the DDM and Citizen Storage sites ensuring all vehicles are in good repair and safe with secure side boards. No vehicles will be allowed to enter a DDM site without a tailgate. The Contractor shall provide verification that all sites have access control and security.

B. The Contractor shall, through the DDM site monitor hauling vehicles to determine fullness, type of waste, and point of origin. The certification process may include developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle.

C. The County will provide the Contractor copies of the Debris Contractor's Fleet documentation which shall contain vehicle numbers and type of vehicle. The Contractor will maintain these documents throughout the event, and return the document to the County upon project completion. The Contractor shall be required to continuously update all collection vehicles' documents a Debris Contractor adds or deletes vehicles from collection fleet, or when measurement calculations are modified through the random verification process.

D. DDM Monitors shall perform random volume capacity certifications on collection vehicles, and one every two weeks on all vehicles.

E. When a DDM site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The site monitor should not sign or accept any partially completed information. Only 100 percent complete tickets will be paid by the County. Additionally, the site monitor shall, at a minimum, daily calibrate his or her debris removal vehicle load determination with the FEMA tower monitors. DDM site monitors are expected to provide accurate volume determination.

F. The Contractor shall provide Citizen Storage Site monitoring for all incoming debris to County's designated Citizen Storage Site, ensure only HIGHLANDS County residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation by Field Monitors and/or County personnel, notify residents that unsecured loads, protruding debris or other unsafe transport practices will

prohibit use of facility, and report safety or other hazardous situations to County.

G. The Debris Monitor shall:

1. Classify debris by FEMA and County protocols

2. Certify the completeness of all load tickets that enter into the DDM site.

3. Document participation of residential use at each DDM site by date and report daily to County.

4. Ensure all DDM site deliveries are documented with properly completed load tickets (this includes an incoming monitor to estimate the quantity of debris by cubic yards at the site, using County and FEMA protocols.

5. Ensure only empty vehicles leave DDM site.

6. Estimate the volume of loads on percentage basis of debris collection vehicles.

7. Help direct traffic to proper locations.

8. Monitor incoming debris to County's designated DDM and Citizen Storage.

9. Monitor type of waste prior to entering DDM and Citizen Storage sites.

10. Report safety or other hazardous situations to County.

11. DDM exit tower monitor to ascertain trucks leaving site are empty.

12. DDM site, randomly measure and verify truck capacity calculations.

H. Disaster Debris Management (DDM) sites and Citizen Storage sites identified by the County may change from year to year. For this reason, it shall be the Contractor's responsibility to visit the County identified DDM and Citizen Storage sites no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance.

Section 1.09 RECOVERY SERVICES

The Debris Monitor shall have the ability to provide trained personnel in the following service areas:

A. Ordinance analysis to determine the best legal method to remove debris from private property.

B. Easement/Right of Entry administration and data-basing.

C. Private property vegetative hazard removal monitoring.

D. Private property demolition coordination and monitoring.

Section 1.10 OTHER RELATED SERVICES

Services not specifically identified in any contract derived from this request may be added to the contract upon consent of the contracting parties.

Section 1.11 REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor shall work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor shall identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

A. Environmental Permits – Asbestos/lead paint abatement, construction permit, demolition permit.

B. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators) stack-monitoring permit, fugitive emissions (dust) control permit.

Section 1.13 ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS

The Contractor shall assist the County in assessing and documenting the debris accumulation and damage in drainage canals, secondary ditches, water bodies and retention ponds maintained by the County and provide the County with GIS files and maps depicting canals requiring focused recovery.

Section 1.14 EVENT CLOSURE

The Contractor shall assist the County in preparing the final reports necessary for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Section 1.15 SCHEDULE

A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Fee Proposal Form herein. Should these services be required for a longer period, the Contractor shall prepare and submit a proposal for additional costs, consistent with the rates in the Fee Schedule Forms.

Section 1.16 PRIVATE WORK

The Contractor and any sub Contractors shall be prohibited from performing private work in Highlands County while actively engaged in delivering services under this contract. Neither the Prime Contractor nor any sub Contractor shall perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or sub Contractor may already have in place at the time of the Notice to Proceed.

Section 1.17 INVOICING

Invoices shall be submitted electronically in excel format, based on a sequential monthly calendar. Invoices shall include a cover page summary, and electronic spreadsheet itemized by position, title and individual mane, total number of hours, based on contracted hourly rate and total. Invoices shall also include copies of all associated time cards for that time period.

Section 1.18 STAFFING

The Debris Monitor shall include in the response to the RFP a management plan that will outline how the Debris Monitor proposes to handle the services, staffing, and equipment necessary to meet the County's requirements as identified in this RFP.

The Debris Monitor shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, and driver's license numbers and job assignment areas. The Debris Monitor shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such as, but not limited to; Project Manager and/or Field Supervisors must be approved by the County in writing.

Debris Monitors may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the FEE SCHEDULE FORM.

Debris Monitors hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses. Office related expenses shall be limited to copying and printing.

--END OF SECTION--

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.

B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title to identify the enclosed Proposal.

(1) Each Proposal shall include one (1) original submittal and three (3) exact paper copies of the proposal submittal, and one exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.

1. Electronic copies:
    a. No macros, audio-start media allowed.
    b. PDF or Word formats are allowed.
    c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided however, that confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.

C. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. Evaluation Score Sheet is provided in Section VIII of this RFP.

D. Following the evaluation of the Proposals, the committee will score the Proposers. The committee may make a recommendation for ranking at this meeting. At the discretion of the Evaluation Committee two or more Proposers may be shortlisted and asked to give a short presentation / interview as part of the selection and ranking process.

E. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. The Proposal should answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A **-----(No points)**

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form that the firm holds)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

1. **Introduction of your Organization** (0 points)
   a. Executive Overview (optional)
   b. Statement of Qualifications
   c. Index

2. **Project Understanding/Approach** (Maximum of 40 points)
   a. Describe understanding of requested scope of Debris Monitoring Services.
   b. Describe approach.
   c. Provide a detailed operational plan, outlining the approach accomplishing the scope of services, to include debris methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the county, and experience and capabilities in documenting costs with employee time logs, and detailed overhead expense justification, (i.e. hotel receipts, rental agreements, equipment usage logs, mileage logs, per diem daily registers, etc.). Demonstrate that in all cases where a point-of-sale receipt of confirmation is provided, that it will be retained and submitted to the County. Provide a copy of proposer's internal training program. Provide under separate cover the Proposer's training manual.
   d. Provide a comprehensive mobilization plan, identifying the firm's strategy to commence mobilization staging efforts form as early as 10 days prior to projected landfall to two weeks post-landfall to commence staffing efforts and securing office space, transportation and lodging.

e. Provide a Quality Control Plan, detailing the firm's strategy to accomplish all responsibilities of the Quality Control Team.

f. Provide a Technology Plan, inclusive of identification of the firm's data management system and GIS mapping capabilities for debris collection and reporting. Include workflow of ticket data through the data management system from input to reporting. Include a sample of the system generated electronic ticket and describe the process of transmittal of this information.

g. Include a sample of cover summary page and invoice conforming to invoicing guidelines specified herein.

h. Describe your firm's understanding of the truck certification process in accordance with FEMA's Debris Management Plan.

i. Provide a list of all contracts your firm currently has with any government agencies within Florida.

j. Describe your firm's ability to handle multiple contractual obligations in the event of a regional, statewide or national disaster involving a number of public entity clients under contract for similar support. Detail how your firm will ensure this contract is serviced as a priority client.
Confirm the firm's agreement to meet the minimum requirements of this Request for Proposals.

3. Ability of Personnel and Experience (Maximum of 20 points)

a. Identify the Project Manager, who shall be a full-time employee of Proposer, and provide a comprehensive resume documenting experience and expertise in debris removal, solid waste and hazardous waste management and disposal to include:

1) Experience of the Project Manager or equivalent capacity managing hurricane debris monitoring for three (3) government entities each involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name. address, email address, telephone numbers, dates of the contract and total debris volume in cubic yards.

2) Describe Project Manager's knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

b. Identify each principal of the firm and other "key personnel" who will be associated with the County. Describe their respective areas of expertise; include their personalized resumes, which identify the qualifications, training and experience of each key personnel.

c. Provide and organizational chart identifying the operational structure and reporting hierarchy. Include a listing of the project manager and

other key staff, by position, to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required services. Provide a listing of other positions that will be used in contract performance. Provide quantities for each position. Identify staff experience working with governmental entities and list those projects. Identify all staff designated as the firm's trainers, and detail specific experience performing this role.

d. Provide a project team organizational chart and describe the level of involvement anticipated with County staff.
e. Identify any proposed subcontractors (if any) by listing name, address, point of contact, telephone number and a description of the work that will be performed.
f. Illustrate the organization as it relates to Debris Monitoring services.
g. Indicate the general and specific related qualifications of the firm, their capability to provide indicated services, response time, including training and experience of all the proposed staff. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical, and support staff.
h. Information describing company's technical capabilities.
i. Equipment resources (company versus sub-contractor owned)
j. List of sub-contractors.
k. Past performance on contracts and other accomplishments.
l. Local participation in Debris Monitors plan (provide a sub-contracting plan).
m. Sample of sub-contracting contracts.
n. Public announcements/notices, including specific date on proposed venues.

4. Relevant Firm Experience (Maximum of 40 points)

a. Provide a description and background history of the firm focusing on the following:

1. Experience demonstrating expertise in disaster debris monitoring services.
2. Documented knowledge and experience with Federal, State and local emergency agencies, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Experience demonstrating knowledge of environmental requirements.

4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management, technology and accounting systems.
5. Documentation of location and resources available at operating office, to include:
   i. Complete address of office location.
   ii. Equipment – include any specialized equipment considered necessary for this service and other routine office equipment.
   iii. List at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Two (2) of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, dates of the contract and debris volume.
6. Comprehensive list of proposed equipment. Provide specific type and quantities. Delineate prime and subcontractor resources separately.

b. Provide a Comprehensive management plan inclusive of the firm's policies and procedures library. The personnel policy shall specifically address disciplinary methodology for infractions, including but not limited to sexual harassment.
c. Provide a listing of any contracts terminated for default in the last ten (10) years. Include a written explanation of the circumstance that resulted in the termination.
d. Describe/staff training and experience (list all certifications).
e. Provide example flow schematics from at least three (3) projects for a public safety organization of similar size or larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida.
   - List and provide copies of the applicable certifications/licenses/credentials of the person designated in Tab B, section 3, above, and describe their experience for the service being proposed.

5. **Current and Projected Workload/Schedule** (Maximum of 10 points)
   a. Describe in-house capabilities of your company to provide Debris Monitoring, cost control, value of services, or other similar capabilities.
   b. Include current workload versus capacity of firm.
   c. Listing of all existing disaster related pre-event contracts.

6. References (Maximum of 20 points)

The Proposer must provide a list of at least five (5) references of clients with a minimum of two (2) from governmental entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris for which the firm has performed similar work including the contract name, address, e-mail address, telephone number, scope or work, date of contract and debris volume in cubic yards. References may be from government entities. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the reference if he or she is no longer available at the applicable client.

7. Fee Schedule (Maximum of 40 points)

Each proposer shall complete and submit the Fee Schedule included herein to be considered for award. Proposer should submit its fee proposal for all is services. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

8. Litigation History (0 points)

Identify any litigation that the firm has been involved in over the last five (5) years with a description of the circumstances and the outcome.

TAB-C **-----(No points)**

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab-C count toward the 50-page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

F. **PRESENTATIONS** (*If Requested by Committee*)

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services. Following the presentation, if required, the shortlisted firms will be ranked.

-END OF SECTION-

SECTION VIII. PROPOSAL SUBMITTAL FORM (with Fee Schedule)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM

RFP IDENTIFICATION: RFP 20-016 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY:

_____
Proposer's Name

_____
Proposer's Authorized Representative's Name

_____
Proposer's Address 1

_____
Proposer's Address 2

_____
Contact's Name (Print)

_____
Contact's E-mail Address

_____
Contact's Phone Number

_____
Duns Number

Proposal Submittal Form (cont.)

ACKNOWLEDGEMENT OF ADENDA In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged by placing the date and Addenda numbers reviewed in the boxes below):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

PROPOSED PRICE

Provide the cost for services, hourly rates and total cost for related hours for each position.

FEE SCHEDULE FORM RFP 20-016

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

Proposal Submittal Form (cont.)

LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS

ITEM	REQUIRED POSITIONS	HOURLY RATE	EST. HOURS*	TOTAL
1.	Project Manager	$_____	x 3,000	$_____
2.	Operations Manager	$_____	x 3,000	$_____
3.	FEMA Coordinator	$_____	x 2,000	$_____
4.	Scheduler/Expediter	$_____	x 500	$_____
5.	GIS Analyst	$_____	x 100	$_____
6.	Computer Analyst	$_____	x 100	$_____
7.	Field Supervisors	$_____	x 10,000	$_____
8.	Disaster Debris Management Site/Tower Monitors	$_____	x 20,000	$_____
9.	Environmental Specialist	$_____	x 250	$_____
10.	Project Inspectors (Citizen Site Monitors)	$_____	x 5,000	$_____
11.	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	$_____	x 5,000	$_____
12.	Billing/Invoice Analysts	$_____	x 2,500	$_____
13.	Administrative Assistants	$_____	x 2,500	$_____
14.	Field Monitors/Field Debris Code Monitors	$_____	x 30,000	$_____

TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14)

$_____

*These hours are intended to represent the actual contract amount, but are an estimated representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Proposal Form (cont.)

LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ADDITIONAL POSITIONS	HOURLY RATE
15. _____	$_____
16. _____	$_____
17. _____	$_____
18. _____	$_____
19. _____	$_____
20. _____	$_____
21. _____	$_____
22. _____	$_____
23. _____	$_____
24. _____	$_____
25. _____	$_____
26. _____	$_____
27. _____	$_____
28. _____	$_____

Proposal Form (cont.)

SUBMITTED ON:_____, 20_____.

SIGNATURE: _____ (seal)

Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

SECTION IX. SAMPLE EVALUATION SCORE SHEET

CRITERIA FOR EVALUATION	MAX. POINTS	Score
B-1) Introduction of Organization	0	
B-2) Project Understanding/Technical Approach	40	
B-3) Ability of Personnel	20	
B-4) Relevant Firm Experience	40	
B-5) Current and Projected Workload	10	
B-6) References	20	
B-7) Fee Schedule	40	
B-8) Litigation History	0	
TOTAL		

SECTION X. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications according to Sections VI and VII of this RFP.

Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public, and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent scoring. Based on the score, the committee may rank the Proposers.
B. After review of the Proposals, at the discretion of the Evaluation Committee presentations may be requested. Based on preliminary scores, the top ranked firms will be shortlisted and some Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.

C. The Contract will be awarded to one (1) Proposer.

SECTION XI. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract, including the incorporated business associate agreement, will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION XIII. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or

other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
February 15, 2020		First Advertisement
February 22, 2020		Second Advertisement
March 2, 2020	5:00 P.M.	Deadline to submit questions (RFI's)
March 6, 2020	5:00 P.M.	Deadline to release responses by County to RFI's
March 5, 2020	3:30 P.M.	Proposal due date
March 19, 2020	9:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
April 2, 2020	8:30 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 10, 2020		Anticipated award date
April 21, 2020		Anticipated contract consideration by the Board,

Dates are subject to changes

SECTION XV. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

Chris Davis
Highlands County Purchasing Department
600 S. Commerce Ave., Sebring, FL 33870-3809
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org

SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on March 2, 2020, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on March 6, 2020.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

This Contract ("Contract") is made_____, 2020, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____("Contractor"). In consideration of the mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF SERVICES

Contractor hereby agrees to provide the County with the disaster debris monitoring services described in the Highlands County Board of County Commissioners' ("Board") RFP 20-016 attached hereto and included herein as Exhibit A (the "Services") pursuant to the Contractor's Proposal, which includes pricing and compensation, attached hereto and incorporated herein as Exhibit B. Contractor shall report to _____ ("Project Manager") or his/her designee on all requirements of this Contract.

In the event of a conflict between the provisions in this Contract and the provisions on Contractor's Proposal, the provisions in this Contract shall govern. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM

This Contract shall be for a term of three (3) year beginning {Date}, and the parties shall have the option, by written instrument signed by both parties, to extend this Contract for two additional periods of one (1) years (the "Extended Term"). Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP.

ARTICLE 3. FEE SCHEDULE

County shall pay Contractor for the services performed by Contractor pursuant to Task Orders issued pursuant to Article 1 of this Contract at the following rates:

Fee Schedule for Debris Monitoring Services:

Title	Hourly Rate
Project Manager	$
Operations Manager	$
FEMA Coordinator	$
Scheduler/Expediter	$
GIS Analyst	$
Computer Analyst	$
Field Supervisor	$

Disaster Debris Management Site/Tower Monitor	$
Environmental Specialist	$
Project Inspectors (Citizen Site Monitors)	$
Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	$
Billing/Invoice Analysts	$
Administrative Assistants	$
Field Monitors/Field Debris Code Monitors	$

***** for all aspects of the debris removal operations, including all activities at all loading, staging, and disposal sites, including, but not limited to, loading site monitors, debris management site monitors, field monitors, field collections monitors, disaster debris monitoring site monitors, and citizen drop off site monitors.

Those hourly rates are fully burdened and include all overhead, labor, equipment, materials, travel time and travel related expenses, including, but not limited to, transportation costs, meal costs and allowances, lodging, per diem, and other out of pocket expenses, and all other direct and indirect non-labor costs and charges.

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit monthly invoices, plus any reimbursable costs pre-approved, in writing, by the Project Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County's Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month.

For example: If the start date specified in the Purchase Order is November 5, 2019, then the first invoice to be submitted in December of 2019 will be for the period ending November 30, 2019, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Board's Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person in its response to Tab B of the Board's RFP 20-016, or any County approved replacement of such person in Tab B, without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B of the RFP or any County approved replacement ceases to provide services pursuant to this Contract.

Contractor shall maintain sufficient staff to perform the Services. Contractor shall remove any person from performing Services upon a determination by the County that such person is or has been careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the best interest of Highlands County. Any personnel of Contractor who is charged with or is being prosecuted for a felony will be considered reasonably objectionable. Contractor warrants and represents that it has the right and power to fulfill its obligations under this Article.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation*. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, and $500,000 policy limit for disease.

(b) *Commercial General Liability*. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

(c) *Commercial Auto Liability Insurance*. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Liability / Errors and Omissions Insurance*. Contractor shall have and maintain professional liability insurance with a limit of not less than $1,000,000 and an aggregate limit of not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Agreement and encompass the term of any Sales Order. The coverage shall be renewed or include a "tail" or discovery, or continuance renewal of coverage for a period of three (3) years following the termination of this Agreement or any Sales Order.

9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after

receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to providing the Services, materials, and equipment specified in this Contract, including, but not limited to, Health Insurance Portability and Affordability Act (HIPAA), State of Florida privacy laws, and the Florida Consumer Collection Practices Act. Contractor shall comply with all federal, state, and local laws that may affect the Services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

Contractor shall hold all licenses, certifications, and required registrations and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform work under this Contract shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses, certifications, or registrations shall be borne by Contractor. All fees, permits, certifications,

licenses, and registrations are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 28 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

Research, data collection, and preparation of Services and other related work product developed by Contractor under this Contract shall become the property of County without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager. If subcontractors are permitted, Contractor shall require the subcontractor be bound by the terms and conditions of this Contract. Contractor shall be solely responsible to pay its subcontractors. Contractor remains responsible for all its obligations under this Contract. County may withdraw consent for Contractor's use of sub Contractors at any time.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the Board's Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: _____

The Contractor's primary contact person for Services performed pursuant to this Contract shall be:

_____, Telephone:_____, E-mail:_____

Contractor shall provide County with immediate notice if there is a change to the Contractor's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
501 South Commerce Ave.
Sebring, FL 33870
Attn:_____

To Contractor: _____

_____

_____

Attn: _____

ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

ARTICLE 24. COMPLAINTS

Complaints against the Contractor in connection with the Contractor's performance of Services shall

be processed through the Highlands County Purchasing Department ("Purchasing Department") with input from the County's Engineering Department. It is the County's intention that complaints will be addressed within five business days from receipt. The County will provide Contractor with written notice of a received complaint. Contractor shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County's notice. Contractor's written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Contractor's failure to timely respond to the County's notice or Contractor's failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Contract.

ARTICLE 25. DISPUTE RESOLUTION. The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

A. **Negotiation**.

(a) *Notice of claims or disputes*. All claims or disputes (hereinafter generally referred to as "contract claim(s)") by Contractor against the County relating to this Contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County's purchasing manager for initial informal review and determination.

(b) *Requested information*. During the initial review stage provided for in subsection (1) above, Contractor shall supply any additional information requested by the County's purchasing manager within the time period set forth in the request. Failure of Contractor to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims*. The purchasing manager is authorized to resolve any claim arising out of the performance of this Contract at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager's decision*. The written decision of the purchasing manager pertaining to Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision*. If an adverse decision on the Contractor's formal contract claim has been rendered by the County's purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager's decision*. The purchasing manager's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

25.2 **Mediation**. The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the

required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

25.3 **Litigation, Venue, and Jurisdiction**. If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 27.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 26. FAILURE TO PERFORM

The Contractor shall be prepared to start providing services within fourteen (14) days after execution of this Contract by Contractor and County. Failure to complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply service, the County may use the services provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 27. TERMINATION

27.1 **County May Terminate For Convenience.** Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Contractor shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

27.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Contractor based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 32. MISCELLANEOUS PROVISIONS

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

32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.

32.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.

32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Services.

32.5 Contractor shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION

33.1 Definitions. As used in this Article.

(a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee

i. Normally performs support work, such as indirect or overhead functions; and

ii Does not perform any substantial duties applicable to the Contract.

(b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

(d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

33.2 Enrollment and verification requirements.

(a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of

i. All new employees.

(A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

(B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.

(b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security

or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

33.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: http://www.uscis.gov.

33.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract Contractor is a Contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

35.1 Keep and maintain public records required by the County to perform the services.

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

35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.

35.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of

public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870

ARTICLE 36. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both parties.

ARTICLE 37. ADDITIONAL CERTIFICATIONS

37.1 By signing this contract, Contractor certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Contractor shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the Project Manager. Further, Contractor represents and warrants that as of the date of its signing of this Contract, neither it nor any of its employees are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Contractor additionally represents that no final adverse action by the federal or state government has occurred or is pending or threatened against it, its affiliates, or, to its knowledge, against any employee or agent engaged to provide Services under this Contract. Contractor also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Contractor will promptly notify the County. County retains the right to terminate or modify this Agreement in the event of Contractor's exclusion from a federal or state health care program. By signing this contract, Contractor certifies that it has the authority to comply with this paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

By:_____
Robert W. Germaine, Clerk

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By its Board of County Commissioners

By: _____
William R. Handley, Chairman

ATTEST:

By:_____
Print Name:_____
Print Title:_____

CONTRACTOR:

_____, a _____ corporation

By:_____
Print Name:_____
Print Title:_____

EXHIBIT A

FEDERAL CONTRACT COMPIANCE REQUIREMENTS
(In addition to the **General Conditions**)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, the Contractor, Subcontractor, subrecipient (all referred to as CONTRACTOR below) shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4):

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.*
2. *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.*
3. *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.*
4. *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.*
5. *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.*
6. *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.*
7. *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.*
8. *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. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

This regulation is not applicable for debris removal. For construction this is applicable to the Prime Contractor, Subcontractor and Subrecipients for construction contracts in excess of $2,000. All Contractors, Subcontractors or Subrecipients shall pay wages to laborers and mechanics at a rate not less than those in the latest Dept of Labor Regulations Wage Rate Table(s) as made by the Secretary of Labor as specified in the Davis-Bacon Act (40 U.S.C. 3141-3148). CONTRACTOR shall pay wages not less than once per week. For a definition of "construction" see 48 CFR 2.101.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Not applicable to this Contract; 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.*

D. 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.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) 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.

F. 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).

G. 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.

H. 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 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirement 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.

I. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

a. Highlands County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.

b. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

c. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR§200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.

d. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:

1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;

2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.

3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

e. **Failure to submit an executed and notarized "Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**

f. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).

g. If you have additional questions pertaining to this requirement contact 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.

J. 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).

K. 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.

L. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

SECTION XVIII. LOCAL COMPLIANCE REQUIREMENTS

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-016

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

_____

[Print individual's name and title]

for

_____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____

and

*whose Federal Employer Identification Number (FEIN) is*_____*(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.

_____

*Print Name:*_____*Date:*_____/____/____

STATE OF _____

COUNTY OF _____

*The foregoing Certification was sworn to before me this*_____*day of*_____*, 20*___*, 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:*_____
Print Name: _____
*Notary Public, State of*_____
Commission No. _____
My Commission Expires: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP 20-016
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_____}

Before me, the undersigned authority, personally appeared_____who, being by me first duly sworn, made the following statement:

1. The business address of_____(name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of

the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On_____day of_____, 20_____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the_____day of _____, 20_____.

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL) *Notary Public, State of_____*

Commission No. _____

My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

RFP 20-016

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 _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ *and*

whose Federal Employer Identification Number (FEIN) is _____ *(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: _____ *Date:* ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ *day of* _____, *20*___, *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: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-016

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 _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ *and*

whose Federal Employer Identification Number (FEIN) is _____ *(hereinafter referred to as "Bidder")*

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

_____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this _____ *day of* _____, *20__, 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)

_____

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-016

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 _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ *and*

whose Federal Employer Identification Number (FEIN) is _____ *(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 #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

_____

Print Name: _____ *Date:* ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ *day of* _____, *20*___, *by* _____, *as* _____, *the duly authorized officer of* _____, *on its behalf, who is either personally known to me [ ] or has produced* _____ *as identification [ ].*

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL) *Notary Public, State of* _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

SECTION XIX - Federal Compliance Required Forms

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding $100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **"Byrd Anti-Lobbying Amendment."**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
PURCHASING DIVISION

DATE: February 18, 2020

BID NO. ITB 20-016 ADDENDUM No. 1

Project: Disaster Debris Monitoring

This addendum is being issued to clarify the information regarding the Non-Mandatory Pre-Proposal Meeting.

1. The solicitation documents indicated conflicting statements regarding the Pre-Proposal Meeting.

   A Non-Mandatory Pre-Proposal Meeting will be held on Monday, March 2, 2020 at 11:00 am. This non- mandatory meeting will be held at the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL 33870. Any questions or answers discussed at this meeting will be provided in the form of an Addendum.

2. The Deadline for Request for information (RFI) has been revised to March 4, 2020 at 5:00 p.m.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
PURCHASING DIVISION

DATE: March 6, 2020

BID NO. ITB 20-016 ADDENDUM No. 2

Project: Disaster Debris Monitoring

This addendum is being issued to revise the Proposal Deadline, revise the RFI deadline and to provide the sign in sheet from the Non-Mandatory Pre- Proposal Meeting. A third Addendum is pending and will be issued as soon as possible to answer questions received.

1. The proposal deadline has been revised to March 25th, 2020 at 3:30 p.m.

2. The Request for Information (RFI) has been extended until March 11, 2020 at 5:00 p.m.

3. The Sign in Sheet from the Non-Mandatory Pre-Proposal Meeting is attached.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

SIGN-IN SHEET

RFP 20-016
TITLE: Disaster Debris Monitoring
MEETING TYPE: Pre-Proposal Meeting
DATE: Monday, March 2, 2020
TIME: 11:00 AM
LOCATION: Engineering Training Room

	PRINTED NAME / COMPANY OR AGENCY	PHONE NUMBER	EMAIL ADDRESS	SIGNATURE
1	Clinton ~~Clifford~~ Howerton COUNTY ENGINEER	402-6877	chowerton@hcbcc.org	
2	Chris Davis Purchasing Manager	863-402-6528	cmdavis@hcbcc.org	Chris Davis
3	Name: JEFF COUSINS Firm/Agency: Rostan Solutions	954-707-8637	JCousins@Rostan.com	
4	Name: BRAD Simpson Firm/Agency: Thompson Consulting	(321)594 8887	BSimpson@ThompsonCS.NET	
5	Name: Katie Taylor Firm/Agency: Tetra Tech	850-501-1525	katie.taylor@tetratech.com	
	Name: Matt Mooneyham Firm/Agency: Tetra Tech	850-530-7151	matthew.mooneyham@tetratech.com	
	Name: ROBERT A. DIEFENDORF, JR Firm/Agency: HCBCC/ENGINEERING	(863)402-6877	rdiefend@hcbcc.org	

Exhibit A RFP 20-016
Contract Page 89 of 216

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
PURCHASING DIVISION

DATE: March 13, 2020

BID NO. ITB 20-016 ADDENDUM No. 3

Project: Disaster Debris Monitoring

This addendum is being issued to revise the Proposal and RFI deadlines. A forth Addendum is pending and will be issued as soon as possible to answer questions received.

1. The proposal deadline has been revised to April 1, 2020 at 3:30 p.m.

2. The Request for Information (RFI) has been extended until March 18, 2020 at 5:00 p.m.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
PURCHASING DIVISION

DATE: March 19, 2020

BID NO. RFP 20-016 ADDENDUM ~~N~~o. 4
Project: Disaster Debris Monitoring

This addendum is being issued to clarify the information regarding the solicitation and answer questions received.

CLARIFICATIONS/INFORMATION:

C1. The Sebring Airport has solicited services separately at this time and will not be included in the cooperative solicitation.

C2. Required Forms: The following attached forms have been added to the required forms:

- A4-3 Federal Debarment Certification Form
- A4-4 Affidavit of Compliance with 2 CFR 200
- A4-5 Schedule of Subcontracting and Affidavit of Compliance with 2 CFR 200
- A4-6 Authorized Signatories/Negotiator Form
- A4-7 Fee Schedule in Excel (unchanged form, provided in Excel for convenience) The Fee Schedule is to be supplied electronically in a single unlocked Excel file. Additionally, a copy is to be inserted to the tabbed proposal submission as a place holder.

Please complete each and attach in Tab A and submit with other required forms.

C3. Page 9 has been revised to include FEMA as Additional Insured. See attachment A4-2.

C4. **Page Count: In an effort to efficiently evaluate the submissions, proposers are to be concise with their responses.**

- The maximum page limit had been increased to 100 pages.
- All resumes shall be limited to one page per person.

C5. **Due to the issuance of the declaration of local state of emergency the County will implement the following options for proposal submissions: 1) online submittal option via Vendor Registry or 2) via delivery in accordance with the solicitation documents for this solicitation. Email submissions are NOT permitted.**

QUESTIONS/ANSWERS:

1. The specifications describe hard tickets for the tracking of debris, will electronic records work?

Answer: We are bound by FEMA rule but as long as we have the information needed electronic records work for us and we can print paper copies if necessary.

2. The electronic records show GPS locations and not always roads is that ok?

ANSWER: Yes

3. Will electronic signatures work?

ANSWER: Yes

4. Does Highlands County have a Disaster Plan?

Answer: Yes, there is a Disaster Plan in place. However, we anticipate it being revised in the future.

5. Does the County have citizen drop off site?

ANSWER: Currently no sites have been developed.

6. Is there a control method for citizens dropping debris off to make sure they are resident?

ANSWER: Provide driver license as proof of residency in Highlands County.

7. Do you have rules in place for citizens? What is eligible?

ANSWER: Rules have not been developed to distribute to the citizens explaining what is eligible but will be done prior to an event.

8. Must all the information shown on the Load tickets on page 26-27 be exact? Will GIS locations be allowed?

ANSWER: Most of the information must be exact but GIS locations will be allowed to identify the locations.

9. Does the County provide Private Property Debris removal? Is there a way to determine the public and private roadways?

ANSWER: Private Property Debris Removal will not be allowed unless approved by FEMA and will be done after public roadways have been cleared. GIS maps show private and public roadways. The County has started changing the color of the street signs to indicate public and private but 100% of County has not been completed.

10. Did the County see accumulation of debris in drainage canals with Irma?

ANSWER: Yes

11. Does the County have maintenance records for canals?

ANSWER: Yes, that information is contained in the Road & Bridge Department.

12. Did the county use Force Account labor?

ANSWER: Yes, the County did for the initial push. The County staff did not get involved with the clean up or pick up of debris.

13. Given that the County has requested a 50-page proposal limit as well as comprehensive resumes of proposed personnel, would the County consider allowing resumes to be supplied as an appendix (i.e., Tab C or D) which does not count toward the 50-page limit?

ANSWER: By notice of this addendum the maximum page limit is being increased to 100 pages.

14. Can the County please confirm the due date as Wednesday, March 18, 2020? Pg. 4 of the RFP document states Thursday, March 18, 2020 and the schedule on pg.45 states March 5, 2020.

ANSWER: Dates have been revised. See Addendum 3. Please check for addenda, prior to submission, for any additional revisions or changes.

15. Pg. 33, ***Proposal Format, Tab B, Item 1.c: Index***. Can the County please clarify what is required for this section?

ANSWER: The Index should be included as a Table of Contents to show each tab and sub-categories with their appropriate page number.

16. Pg. 34, ***Proposal Format, Tab B, Item 2.i*** requests a list of current contracts in Florida; pg. 36, ***Proposal Format, Tab B, Item 5.c*** requests a list of all disaster-related pre-event contracts. Can the County please clarify if it requires a listing of Florida contracts or all contracts and where to place the listing?

ANSWER: These are two different requests. One relating to experience and knowledge and the other to demonstrate potential workload/schedule commitments that could have impact to the County in an event. The requested information will be identified and placed in order specified. (e.g. Tab B, Item 2., i will include government agencies within Florida and Tab B, Item 5., c., will include existing disaster related pre-even contracts.

17. Page 35, ***Proposal Format, Tab B, Item 4.5.iii*** requests 5 references; pg. 37, ***Proposal Format, Tab B, Item 6,* References** requests 5 references. Can the County please confirm that it would prefer references solely under ***Section 6, References***?

ANSWER: References should be provided under Tab B Section 6. Under Tab B Item 4. a. 5. iii is to be deleted. Please see A4-1 Attachment A Page 36 Revision, showing deletion in strike through format.

18. Page 35, ***Proposal Format, Tab B, item 3.n: Public announcements/notices, including specific date on proposed venues*.** Can the County please clarify what is required for this section?

ANSWER: A sample PSA will suffice but if you have other announcements or notices that are used that identify dates on proposed events for providing information.

19. Can the County please provide a copy of the pre-proposal meeting sign-in sheet?

ANSWER: See Addendum No. 2.

21. Could the County please provide the sign-in sheet for the pre-proposal meeting held on March 2nd?

ANSWER: See Addendum No. 2.

22. The required information for Tab-B is limited to 50 pages, however the number of items requested is extensive. In order for proposers to provide a thorough response to the County, we ask that this page limitation be removed. For instance, the County Fee Schedule (3 pages), litigation information, sample cover letter and invoice, listing of all contracts in Florida, comprehensive list of equipment, staff certifications, and comprehensive management plan of the firm's internal policies, are all required items that cannot be shortened and remain in compliance with the RFP. Additionally, resumes and additional information is requested under the 50-page limit. Would the County please consider removing the page limitation?

ANSWER: See question 13.

23. Page 36 states proposers must: *Provide example flow schematics from at least three (3) projects for a public safety organization of similar size or larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida. List and provide copies of the applicable certifications/licenses/credentials of the person designated in Tab B, section 3, above, and describe their experience for the service being proposed.* Would the County please clarify this requirement, as the flow schematics described here do not apply to debris monitoring services?

ANSWER: The requirement of Subsection 4. e. under Tab B on page 36 of 72 is deleted and will not be required. See A4-1 Attachment A Page 36 Revision.

24. We are kindly requesting that the County waives **all** of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:

§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee from each bidder equivalent to five (5%) percent of the bid price. The ''bid guarantee'' must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A ''performance bond'' is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A ''payment bond'' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

ANSWER: A Bid Bond is not required for this solicitation. Payment and Performance Bond is required for work exceeding $200,000. Work will be issued pursuant to Task Orders. Bonding requirement may be based on the Task or cumulatively at the County's discretion.

25. Section VII. Proposal Format Criteria and Presentation Criteria -Tab B, No.3 . Ability of Personnel and Experience - requests resumes for the Project Manager and all other key personnel who will be associated with the County be provided (p.34). Thompson understands the County has set a (50) page limit on all responses.

Are resumes included in the (50) page limit, or would the County consider excluding the resumes from the page count?

ANSWER: See question 13

26. Are materials requested under separate cover, such as Proposer's training manual (p.33), counted towards the (50) page limit? If so, would the County consider excluding said materials?

ANSWER: The training manual shall be provided under separate cover and will not count towards the maximum page limit.

27. Given the growing concerns with COVID-19 and the uncertainty of whether delivery services will be available in the coming weeks, we would like to ask whether the County would consider allowing proposals in response to this RFP to be submitted electronically, instead of hard copies.

ANSWER: Due to the issuance of the declaration of local state of emergency the County will implement the following options for proposal submissions: 1) online submittal option via Vendor Registry or 2) via delivery in accordance with the solicitation documents for this solicitation. Email submissions are NOT permitted.

ATTACHMENTS:

A4-1 Attachment A Page 36 Revision, 1 page
A4-2 Page 9 Revision, 1 page
A4-3 Federal Debarment Certification Form
A4-4 Affidavit of Compliance with 2 CFR 200
A4-5 Schedule of Subcontracting and Affidavit of Compliance with 2 CFR 200
A4-6 Authorized Signatories/Negotiator Form
A4-7 Fee Schedule in Excel

4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management, technology and accounting systems.
5. Documentation of location and resources available at operating office, to include:
   i. Complete address of office location.
   ii. Equipment – include any specialized equipment considered necessary for this service and other routine office equipment.
   iii. ~~List at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Two (2) of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, dates of the contract and debris volume.~~
6. Comprehensive list of proposed equipment. Provide specific type and quantities. Delineate prime and subcontractor resources separately.

b. Provide a Comprehensive management plan inclusive of the firm's policies and procedures library. The personnel policy shall specifically address disciplinary methodology for infractions, including but not limited to sexual harassment.
c. Provide a listing of any contracts terminated for default in the last ten (10) years. Include a written explanation of the circumstance that resulted in the termination.
d. Describe/staff training and experience (list all certifications).
e. Provide example flow schematics from at least three (3) projects for a public safety organization of similar size or larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida.
   - List and provide copies of the applicable certifications/licenses/credentials of the person designated in Tab B, section 3, above, and describe their experience for the service being proposed.

5. **Current and Projected Workload/Schedule** (Maximum of 10 points)
   a. Describe in-house capabilities of your company to provide Debris Monitoring, cost control, value of services, or other similar capabilities.
   b. Include current workload versus capacity of firm.
   c. Listing of all existing disaster related pre-event contracts.

3. *Professional Liability Insurance*: Contractor shall have and maintain professional liability insurance with a limit of not less than $1,000,000 per occurrence/claim.
4. *Special Requirements / Evidence of Insurance*:
   a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
      (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers and FEMA" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
      (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
   b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
   c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
   d. Contractor shall hold the County, its agents and employees, and FEMA and its employees and agents, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
   e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
5. Renewal:
   a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

AFFIDAVIT OF COMPLIANCE
WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I,_____, in my capacity as_____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

_____ 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
(Initial)

_____ 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
(Initial)

_____ 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
(Initial)

_____ 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
(Initial)

_____ 5. The Prime Contractor has and/or will 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.
(Initial)

_____ 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.
(Initial)

_____ 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.
(Initial)

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

_____ _____
Signature Date

_____
Printed Name

_____
Official Title

STATE OF_____)

COUNTY OF_____)

The foregoing instrument was acknowledged before me this____day of _____

20____, by_____of_____, a ____

_____
(Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

_____ _____
(Seal) Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known **[ ]** or Produced Identification **[ ]**

Type of Identification Produced:_____

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

Exhibit A RFP 20-016

I, _____, in my capacity as _____, am authorized to sign on behalf of, and fully bind,
(First and Last Name) (Company Title/Position)

_____(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:
(Company Name)

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will 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.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor ***(attach additional pages as necessary)***	**Address**	**Type of Work to be Performed**	**Percent and dollar amount of Contract Amount to be Subcontracted**

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

SIGNATURE	**PRINTED NAME**	**OFFICIAL TITLE**	**DATE**

STATE OF _____)

COUNTY OF_____)

(Seal)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ on behalf of the corporation.

Personally Known **[ ]** or Produced Identification **[ ]**

Type of Identification Produced:_____

NOTARY

_____
Signature

_____
Printed Name

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

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 _____ Title _____
Telephone Number/ Email _____

_____ _____
Signature Date

_____
Title

_____
Name of Business

Type of Organization
_____ **Sole Proprietorship** _____ **Partnership** _____ **Joint Venture*** _____ **Corporation**
_____ **Limited Liability Company** _____ **Non Profit**
Sate Incorporation Document No. _____
Principal Place of Business (Florida Statute Chapter 607) _____
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 # : _____

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*

PROPOSED PRICE
Provide the cost for services, hourly rates and total cost for related hours for each position.

FEE SCHEDULE FORM RFP 20-016

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

Proposal Submittal Form (cont.)
LOT I:FEE SCHEDULE FORM, REQUIRED POSITIONS

ITEM	REQUIRED POSITIONS		HOURLY RATE	EST. HOURS*		TOTAL
1	Project Manager	$		x 3,000	$	
2	Operations Manager	$		x 3,000	$	
3	FEMA Coordinator	$		x 2,000	$	
4	Scheduler/Expediter	$		x 500	$	
5	GIS Analyst	$		x 100	$	
6	Computer Analyst	$		x 100	$	
7	Field Supervisors	$		x 10,000	$	
8	Disaster Debris Management Site/Tower Monitors	$		x 20,000	$	
9	Environmental Specialist	$		x 250	$	
10	Project Inspectors (Citizen Site Monitors)	$		x 5,000	$	
11	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	$		x 5,000	$	
12	Billing/Invoice Analysts	$		x 2,500	$	
13	Administrative Assistants	$		x 2,500	$	
14	Field Monitors/Field Debris Code Monitors	$		x 30,000	$	
	TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14)				$	

*These hours are intended to represent the actual contract amount, but are an estimated representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Proposal Form (cont.)

LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

	ADDITIONAL POSITIONS		**HOURLY RATE**
15		$	
16		$	
17		$	
18		$	
19		$	
20		$	
21		$	
22		$	
23		$	
24		$	
25		$	
26		$	
27		$	

Proposal Form (cont.)

Submitted on: _____ 20 _____

Signature: _____
Proposer's Authorized Representative

Printed Name: _____

Title: _____

PROPOSAL FOR

Disaster Debris Monitoring Services
RFP 20-016

Highlands County, Florida

TETRA TECH

complex world | CLEAR SOLUTIONS™

Proposal | April 2020

SECTION VIII. PROPOSAL SUBMITTAL FORM (with Fee Schedule)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM

RFP IDENTIFICATION:	RFP 20-016 – DISASTER DEBRIS MONITORING SERVICES
PROPOSAL SUBMITTED TO:	HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY:

Tetra Tech, Inc.
Proposer's Name

Jonathan Burgiel
Proposer's Authorized Representative's Name

2301 Lucien Way, Suite 120, Maitland, FL 32751
Proposer's Address 1

Proposer's Address 2

Betty Kamara
Contact's Name (Print)

betty.kamara@tetratech.com
Contact's E-mail Address

407-441-8518
Contact's Phone Number

08-010-6449
Duns Number

Proposal Submittal Form (cont.)

ACKNOWLEDGEMENT OF ADENDA In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged by placing the date and Addenda numbers reviewed in the boxes below):

Date	Number	Date	Number	Date	Number	Date	Number
2/18	1	3/6	2	3/13	3	3/19	4

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

PROPOSED PRICE

Provide the cost for services, hourly rates and total cost for related hours for each position.

FEE SCHEDULE FORM RFP 20-016

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

Proposal Submittal Form (cont.)

LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS

ITEM	REQUIRED POSITIONS	HOURLY RATE	EST. HOURS*	TOTAL
1.	Project Manager	$ 78.00	x 3,000	$ 234,000.00
2.	Operations Manager	$ 64.00	x 3,000	$ 192,000.00
3.	FEMA Coordinator	$ 95.00	x 2,000	$ 190,000.00
4.	Scheduler/Expediter	$ 35.00	x 500	$ 17,500.00
5.	GIS Analyst	$ 50.00	x 100	$ 5,000.00
6.	Computer Analyst	$ 58.00	x 100	$ 5,800.00
7.	Field Supervisors	$ 45.00	x 10,000	$ 450,000.00
8.	Disaster Debris Management Site/Tower Monitors	$ 36.00	x 20,000	$ 720,000.00
9.	Environmental Specialist	$ 55.00	x 250	$ 13,750.00
10.	Project Inspectors (Citizen Site Monitors)	$ 32.00	x 5,000	$ 160,000.00
11.	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	$ 0.00	x 5,000	$ 0.00
12.	Billing/Invoice Analysts	$ 45.00	x 2,500	$ 112,500.00
13.	Administrative Assistants	$ 34.00	x 2,500	$ 85,000.00
14.	Field Monitors/Field Debris Code Monitors	$ 36.00	x 30,000	$ 1,080,000.00

TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14)

$ 3,265,550.00

*These hours are intended to represent the actual contract amount, but are an estimated representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Proposal Form (cont.)

LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

	ADDITIONAL POSITIONS	HOURLY RATE
15.	None	$
16.		$
17.		$
18.		$
19.		$
20.		$
21.		$
22.		$
23.		$
24.		$
25.		$
26.		$
27.		$
28.		$

Proposal Form (cont.)

SUBMITTED ON: April 1, 2020.

SIGNATURE: _____ (seal)

Proposer's Authorized Representative

PRINTED NAME: Jonathan Burgiel

TITLE: Business Unit President

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- Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
- Certification Pursuant To Section 287.134, Florida Statutes Discrimination; Denial Or Revocation Of The Right To Transact Business With Public Entities
- Certification Pursuant To Section 287.135, Florida Statutes RFP-20-016
- Certification Of Participation In The United States Citizenship And Immigration Service Bureau's E-Verify Program
- Conflict/Non-Conflict Of Interest Statement
- Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements Appendix A, 44 C.F.R. Part 18
- Federal Debarment Certification Form
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Note – Tetra Tech's Confidential Training Manual has been submitted as a separate attachment.

SECTION XVIII. LOCAL COMPLIANCE REQUIREMENTS

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-016

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 Jonathan Burgiel, Business Unit President
[Print individual's name and title]

for Tetra Tech, Inc. (Incorporated in the State of Delaware)
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 2301 Lucien Way, Suite 120, Maitland, FL 32751

and

whose Federal Employer Identification Number (FEIN) is 95-4148514 *(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.

Print Name: Jonathan Burgiel *Date:* 3 / 31 / 20

STATE OF Florida

COUNTY OF Orange

The foregoing Certification was sworn to before me this 31st *day of* March, *20*20, *by* Jonathan Burgiel, *as* Business Unit President, *the duly authorized officer of* Tetra Tech, Inc., *on its behalf, who is either personally known to me [X] or has produced* (personally known) *as identification [ ].*

Signature:
Print Name: Stephanie Kilgore
Notary Public, State of Florida
Commission No. GG 216785
My Commission Expires: 5/10/2022

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP 20-016
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 Orange *}*

Before me, the undersigned authority, personally appeared Jonathan Burgiel *who, being by me first duly sworn, made the following statement:*

1. The business address of Tetra Tech, Inc. *(name of bidder or contractor), is* 2301 Lucien Way, Suite 120, Maitland, FL 32751

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

~~*6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of*~~

~~*the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is* _____.~~

~~*A copy of the order of the Division of Administrative Hearings is attached to this statement.*~~

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: Jonathan Burgiel

Print Title: Business Unit President

On 31st *day of* March, *20* 20.

STATE OF Florida

COUNTY OF Orange

Sworn and subscribed before me in the State and County first mentioned above on the 31st *day of* March, *20* 20.

Signature: _____

Print Name: Stephanie Kilgore

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

Notary Public, State of Florida

Commission No. GG 216785

My Commission Expires: 05/10/2022

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES
RFP 20-016

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 Jonathan Burgiel, Business Unit President

[Print individual's name and title]

for Tetra Tech, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 2301 Lucien Way, Suite 120 *and*

whose Federal Employer Identification Number (FEIN) is 95-4148514 *(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: Jonathan Burgiel *Date:* 3 / 31 / 20

STATE OF Florida

COUNTY OF Orange

The foregoing Certification was sworn to before me this 31st *day of* March, *20* 20, *by* Jonathan Burgiel, *as* Business Unit President, *the duly authorized officer of* Tetra Tech, Inc., *on its behalf, who is either personally known to me [*X*] or has produced* (Personally Known) *as identification [ ].*

Signature:
Print Name: Stephanie Kilgore
Notary Public, State of Florida
Commission No. GG 216785
My Commission Expires: 05/10/2022

(AFFIX NOTARY SEAL)

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-016

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 Jonathan Burgiel, Business Unit President

[Print individual's name and title]

for Tetra Tech, Inc.

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 *and*

whose Federal Employer Identification Number (FEIN) is 95-4148514 *(hereinafter referred to as "Bidder")*

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Jonathan Burgiel

STATE OF Florida

COUNTY OF Orange

The foregoing Certification was sworn to before me this 31st *day of* March, *20*20*; by* Jonathan Burgiel, *as* Business Unit President, *the duly authorized officer of* Tetra Tech, Inc., *on its behalf, who is either personally known to me [X] or has produced* (Personally known) *as identification [ ].*

(AFFIX NOTARY SEAL)

Print Name: Stephanie Kilgore

Notary Public, State of Florida

Commission No. GG 216785

My Commission Expires: 05/10/2022

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-016

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 Jonathan Burgiel, Business Unit President
[Print individual's name and title]

for Tetra Tech, Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 2301 Lucien Way, Suite 120, Maitland, FL 32751 *and*

whose Federal Employer Identification Number (FEIN) is 95-4148514 *(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 #: 1296212

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: Jonathan Burgiel *Date:* 3 / 31 / 20

STATE OF Florida

COUNTY OF Orange

The foregoing Certification was sworn to before me this 31st *day of* March, *20* 20, *by* Jonathan Burgiel, *as* Business Unit President, *the duly authorized officer of* Tetra Tech, Inc., *on its behalf, who is either personally known to me [X] or has produced* (Personally known) *as identification [ ].*

Signature:

Print Name: Stephanie Kilgore

(AFFIX NOTARY SEAL) *Notary Public, State of* Florida

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Exhibit B Proposal Tetra Tech Inc

CHECK ONE

[X] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[X] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Tetra Tech, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Jonathan Burgiel
NAME (PRINT OR TYPE)

Business Unit President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

SECTION XIX - Federal Compliance Required Forms

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding $100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **"Byrd Anti-Lobbying Amendment."**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official Jonathan Burgiel, Business Unit President

Date March 31, 2020

G:\COUNTY\PURCHASING DEPT\RFP 20-016\RFP 20-016-021420.docx

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospectiveparticipant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Tetra Tech, Inc.

Name and Title of Authorized Representative

Jonathan Burgiel, Business Unit President

Signature

March 31, 2020

Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

AFFIDAVIT OF COMPLIANCE
WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, Jonathan Burgiel (First and Last Name), in my capacity as Business Unit President (Company Title/Position),

am authorized to sign on behalf of, and fully bind, Tetra Tech, Inc. (Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

JB (Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.

JB (Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.

JB (Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

JB (Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.

JB (Initial) 5. The Prime Contractor has and/or will 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.

JB (Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.

JB (Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

JB (Initial) 8. I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

JB (Initial) 9. I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

Signature

March 31, 2020
Date

Jonathan Burgiel
Printed Name

Business Unit President
Official Title

STATE OF Florida)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 31st day of March 20 20, by Jonathan Burgiel (Name of officer or agent, Title) of Tetra Tech, Inc. (Name of company), a Delaware (State) corporation, on behalf of the corporation.

(Seal)

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced: Personally Known

Brooks, Elizabeth

From: Brooks, Elizabeth
Sent: Monday, March 9, 2020 11:57 AM
To: Brooks, Elizabeth
Cc: Kamara, Betty
Subject: Re: Highlands County, FL-- Disaster Debris Monitoring Services-- RFP 20-016
Attachments: Highlands County FL_RFP20-016_RFP20-016DisasterDebrisMonitoringfv.pdf; 20-017- ITB - ADDENDUM No 1.pdf; Tetra Tech Standard Terms and Conditions.pdf

Tracking:

Recipient	Delivery	Read
Brooks, Elizabeth	Delivered: 3/9/2020 11:58 AM	Read: 3/9/2020 12:02 PM
Kamara, Betty	Delivered: 3/9/2020 11:58 AM	
choward@thecarolgroupinc.com		
mannafg@yahoo.com		
rhedrick2@bulhed.com		
joanne@vqleadership.com		
diananderson@yahoo.com		
ben@systemsintegrationsolutions.com		
fgraves@madridengineering.com		
jjwworldwide@gmail.com		
gcc@gridironconstruction.com		
susan@kay-akcess.com		
lyoung@vector-resources.com		
chris@blackopsexperts.com		
constructionconsultantsplus@gmail.com		
asputnik7network@gmail.com		
bqcregistrars@gmail.com		
Timothy.Garreans@Blacksheeptc.com		
ravi@fteinc.net		
KIM@HYDRO911.COM		
tonyflavors@enRetro.com		
cei@clarkenv.com		
WDENVIRO@GMAIL.COM		
edward.allier@americanperseverance.com		
agc@adicot.com		
jordan.williams@fygmon.com		
steve@specaudit.com		
elmer.ochaeta@intranetsys.net		
john@team-scott.com		
kgregory@hrssconsultinggroup.com		
iyoung@8-koi.com		
dina@dmagroup.us		
kparks@kparksconsulting.com		

Recipient	Delivery	Read
karla@pinnacleexecutivesearch.net		
wjr@unitedsafetyalliance.com		
kyoung@workhorsetemps.com		
kyle@toplinestaffing.net		
kyle.evans@redconsolutionsgroup.com		
lizbeth.walker@qwalifize.com		
indepthservices.inc@gmail.com		
conbaylor@aol.com		
accounts@taksafety.com		
spatel@dmces.com		
Sandy@ghyabi.com		
ctaylor@esinc.cc		
shane@hescoris.com		
info@acgfl.org		
keviny@blue-band.net		
ojohnson2000@gmail.com		
sdtrconsulting@gmail.com		
prasad@epicgroupllc.com		
jerry.kampiyil@tekxcellence.com		
jwolfe@koltersolutions.com		
kelly@aeciservices.com		
ashaplanning@gmail.com		
lbell@civilworks.com		
Ferrara@ferrara-n-associates.com		
webbeng@aol.com		
akennedy@keyinn.com		
officemanager@mcgi-us.com		
nadic@nadicinc.com		
jennifer@nationalsearchservices.com		
revelez@vinalistaffing.com		
tkey@widerangetech.com		
kristof.devastey@gmail.com		
raymond@tenosar.com		
cmengineering@cmservicesinc.com		
mark.caldwell@ufsi.us		
michelle@imenvironmental.com		
s.vilberg@fasttrackse.com		
sara.dimlich@sd3it.com		
johnives@eagle32.com		
simpsonbuildinggroup@gmail.com		

Recipient	Delivery	Read
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greway@msn.com		
fran@franpickett.com		
mshoultz@fraziereng.com		
janet@indianriversolutions.com		
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tc5170@aol.com		
mmoran@moranconstructioninc.com		
purchaseorders@semtrc.com		
pedro@rsconstructionco.com		
oglibert@3g-engineering.com		
psuah@antillianeng.com		
pbarnes@bfaenvironmental.com		
jkemp@bpa-engineers.com		
eiepllcfl@gmail.com		
michael.bush@1stchoicems.com		
info@kbistaffingsolutions.com		
spectra@spectraengr.com		
quigley@wbq.com		
mhatfield@coastaltechservices.com		
norberto.rodriguez@jelabsehs.com		
carlaramo@hotmail.com		
mtaylor@meillerassociates.com		
wrgac@aol.com		
kgiang@knkengineering.com		
lani@rapidstaffing.com		
qlam@lamcivilengineering.com		
nimesh@omengineer.com		
mary.doorhy@pegfl.com		
tony@sgmengineering.com		
abartholomew@mpact-consulting.com		

Good Afternoon-

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the Highlands County, FL RFP-**Highlands County Disaster Debris Monitoring Services RFP 20-016** (attached). Tetra Tech officially invites you to provide a **statement of qualifications** for services relevant to your organization, as described in the attached Solicitation.

This request for qualifications does not commit Tetra Tech or Highlands County, FL to pay any costs incurred in the preparation and submission of a **statement of qualifications** in any form. Please understand **this is not a commitment to team** with any firms at this time. Tetra Tech, Inc. is only **pre-qualifying** firms to confirm how we are going to proceed.

If you intend to respond to this **request for qualifications**, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with Highlands County, FL.
2. Please submit resumes for the key personnel that apply to your company's service capabilities.
3. If your company is a certified SB/MBE/WBE, please provide relevant vendor identification number(s) and certificates.

CAREFULLY review " Highlands County Terms and Conditions" of the RFP and Tetra Tech's General Conditions (also attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein.

All responses must be received no later than 5:00pm EST on Thursday, March 12, 2020. However, it would be helpful if you provide your response as soon as possible!

Offeror must e-mail its proposal submission to: **Elizabeth Brooks at Elizabeth.Brooks@tetratech.com**

Questions regarding this solicitation shall be directed to **Elizabeth Brooks** (phone: 407-247-1210 or Email: Elizabeth.Brooks@tetratech.com).

Thank you,

Elizabeth Brooks

Elizabeth Brooks| Contracts Administrator Assistant
Mobile **+1 (407) 247-1210** | Fax **+1 (321) 441-8501** | elizabeth.brooks@tetratech.com

Tetra Tech | Complex World, Clear Solutions™ | Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | tetratech.com

This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient is strictly prohibited and may be unlawful. If you are not the intended recipient, Any unauthorized use or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and delete please notify the sender by replying to this message and then delete it from your system.

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, Jonathan Burgiel (First and Last Name), in my capacity as Business Unit President (Company Title/Position), am authorized to sign on behalf of, and fully bind, Tetra Tech, Inc. (Company Name) (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will 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.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor *(attach additional pages as necessary)*	**Address**	**Type of Work to be Performed**	**Percent and dollar amount of Contract Amount to be Subcontracted**
None			

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

SIGNATURE	**PRINTED NAME**	**OFFICIAL TITLE**	**DATE**
(Seal)	Jonathan Burgiel	Business Unit President	March 31, 2020

STATE OF Florida)
COUNTY OF Orange)

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

The foregoing instrument was acknowledged before me this 31st day of March 20 20, by Jonathan Burgiel on behalf of the corporation.

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced: Personally Known

NOTARY

Signature

Stephanie Kilgore

Printed Name

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

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 Jonathan Burgiel Title Business Unit President

Telephone Number/ Email (407) 441-8518 | betty.kamara@tetratech.com

Signature Date March 31, 2020

Business Unit President
Title

Tetra Tech, Inc.
Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____
Corporation
_____ Limited Liability Company _____ Non Profit

Sate Incorporation Document No. 2151089

Principal Place of Business (Florida Statute Chapter 607) City/County Maitland, FL, Orange County
Pasadena, CA (Corporate Headquarters)

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 # : 95-4148514

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*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA	INSURER A:	Lexington Insurance Company	19437
	INSURER B:	Zurich American Insurance Company	16535
	INSURER C:	American International Group UK Limited	AA1120841
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL01817406-01	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP1857085-01	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2019	10/01/2020	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2540616-01 WC1857087-01	10/01/2019 10/01/2019	10/01/2020 10/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

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

Aon Risk Insurance Services West, Inc.

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Submitted Electronically

Subject: RFP 20-016 Disaster Debris Monitoring Services

Dear Ms. Davis and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal in response to Highlands County's (County) request for proposals for disaster debris monitoring and disaster preparedness technical assistance. Our team of disaster recovery experts offers a unique integration of mitigation, emergency preparedness and planning, and disaster response and recovery management services, providing end-to-end solutions for the County. We are one of the leading firms in the nation in the field of disaster response and recovery and are well suited to assist the County for the following reasons:

- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted *over 300 local and state government clients across the nation* with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the recovery of *over 120 million cubic yards (CYs) of debris*, resulting in excess of *$6 billion in reimbursable costs* to our clients. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including communities in Florida (Hurricanes Michael, Irma and Matthew); Texas (Hurricane Harvey); California (Wildfires); North Carolina and Virginia (Hurricane Irene); North Carolina and South Carolina (Hurricane Florence), South Carolina (Hurricane Matthew); New Jersey (Hurricane Sandy); and Colorado (Flooding).
- **Immediate Response Capability.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the County within hours of a disaster. Our team has never failed to respond to a client's needs, providing each community with a dedicated project team. In 2017, *Tetra Tech successfully deployed more than 6,000 field staff throughout the country* to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs. Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Extensive Experience Throughout the State of Florida and in Highlands County.** In 2017, *Tetra Tech assisted the County with monitoring the removal of nearly 900,000 CYs of disaster-generated debris in response to Hurricane Irma.* Since 2004, our team has monitored the collection and removal of almost *60 million CY of debris in Florida* and have assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew, Irma and Michael. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. We have 22 offices in Florida, including our Response and Recovery Division headquarters in Maitland, and additional offices in Orlando, Tampa, Fort Myers, and West Palm Beach. Tetra Tech is available to the County before, during, and after a disaster.
- **Dedicated Project Management Team.** To provide the County with the most experienced management team assigned to its disaster management mission, we have assembled a team of nationally recognized experts in the field of response and recovery. Leading Tetra Tech Disaster Recovery is *Mr. Jonathan Burgiel, a 30+-year veteran of the industry who is one of the nation's leading experts in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.* Mr. Burgiel has helped hundreds of communities throughout Florida and the nation with preparing for and responding to hurricanes and other

natural disasters. *Additionally, our proposed project team, Matt Mooneyham (Project Manager) and Katie Taylor (Operations Manager), have both worked in Highlands County during past disaster declarations.*

- **RecoveryTrac™ Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. Following Hurricane Irma, Tetra Tech utilized RecoveryTrac™ to provide real-time debris collection tracking, segregating, and debris hauler invoice reconciling from all three debris removal firms that were contracted by the County. *RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by the USACE debris contractors.* The specifications set forth by the USACE are designed to support the largest and most devastating disasters. In fact, *Tetra Tech's USACE response to the California wildfires in 2017/2018 was the largest ADMS activation in U.S. history.*
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA PA reimbursement costs incurred by our clients. Following Hurricane Irma, our experts provided the County with project formulation technical assistance to support their FEMA Public Assistance claims process. A vital member of the Tetra Tech team is *Mr. Donald Kunish, whom has 16 years of experience*. As the former Deputy Bureau Chief for the Florida Division of Emergency Management, he was responsible for managing Florida's Hazard Mitigation Planning and Grant Programs, Statewide Emergency Management All-hazards Planning and Training and Exercise Programs.

Tetra Tech would be honored to continue to serve as the County's disaster debris monitoring and disaster preparedness technical services provider. We are fully prepared to provide the high-quality service the County expects. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical representative:
Ms. Anne Cabrera
2301 Lucien Way, Suite 120, Maitland, FL 32751
954-559-4951 | 321-441-8501 (f)
anne.cabrera@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120, Maitland, FL 32751
407-803-2551 | 321-441-8501 (f)
betty.kamara@tetratech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President - Tetra Tech Disaster Recovery

Technical Approach

Project Understanding

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Michael, Irma, Harvey, Matthew, Sandy, Ike, Wilma, and Katrina. Our team has assisted more local governments with debris monitoring efforts following natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 120 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of $6 billion in reimbursable costs to our clients.***

In addition, our understanding of the Florida Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Highlands County to receive the maximum reimbursement allowed following a disaster.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

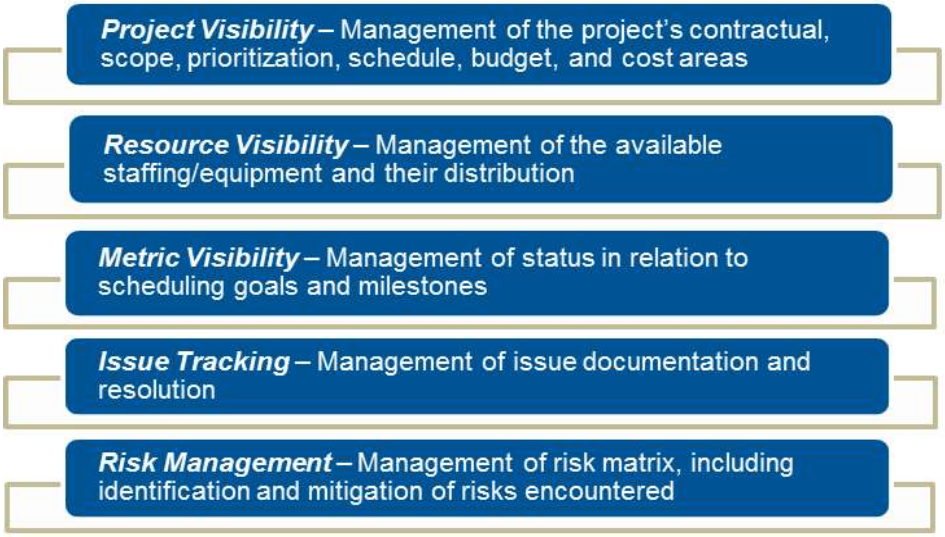
Our technical approach captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A project management team that is recognized for its ability to respond quickly to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team to oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 2-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high-quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
  - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.

- **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
- **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.

- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution***. By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

Operational Schedule

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 2-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	**Meet with the County to review plans and documents**	• Conduct annual pre-event meeting with the County and debris contractor • Review the County's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	**Review capabilities and resources**	• Contact the County and initiate daily conference call • Determine resource requirements from debris model • Review the County's emergency policies and contracts • Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	**Execute responsibilities and activate contracts**	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review debris management site (DMS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	**Monitor storm track and continue preparations**	• Conduct regular meetings with County staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the County will assist with debris removal • Continue to update and gather updates from the County's debris hauler
H-24	**Prepare final reports**	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the County's debris hauler) • Determine emergency road clearance priorities
H-0	**ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT**	
Response		
H +24	**Emergency push**	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations

Time	Task	Deliverables/Milestones
		• Follow up with FDEP on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development

Time	Task	Deliverables/Milestones
		• Identify opportunities for mitigation • Conduct site visits
Project completion	**Document turnover/closeout**	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

Technology Plan

RecoveryTrac™ Automated Debris Management System – Tetra Tech's Alternative to Paper Ticketing

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 150 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

- *Owned and operated by Tetra Tech*
- *Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations*
- *Meets USACE specifications for electronic debris monitoring handhelds*
- *Real-time situation awareness of field resources and efficient direction to support County priorities*
- *Real-time GIS web services for EOC information and visualization systems*
- *Capable of collecting data regardless of cellular service*
- *Automated photograph and GPS capture*
- *Provides reports and pass map tracking in real-time*
- *Minimizes chance of fraud through real-time monitoring*
- *Minimizes data entry and human error*
- *Expedites invoice reconciliation*
- *Intuitive and user-friendly*

Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-***

hand inventory can be on-site and ready to use within 24 hours of a notice to proceed, and additional needs can be met quickly (in most cases, 72 hours or less).

Recently, our team simultaneously deployed approximately 6,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria, and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

The RecoveryTrac™ Process

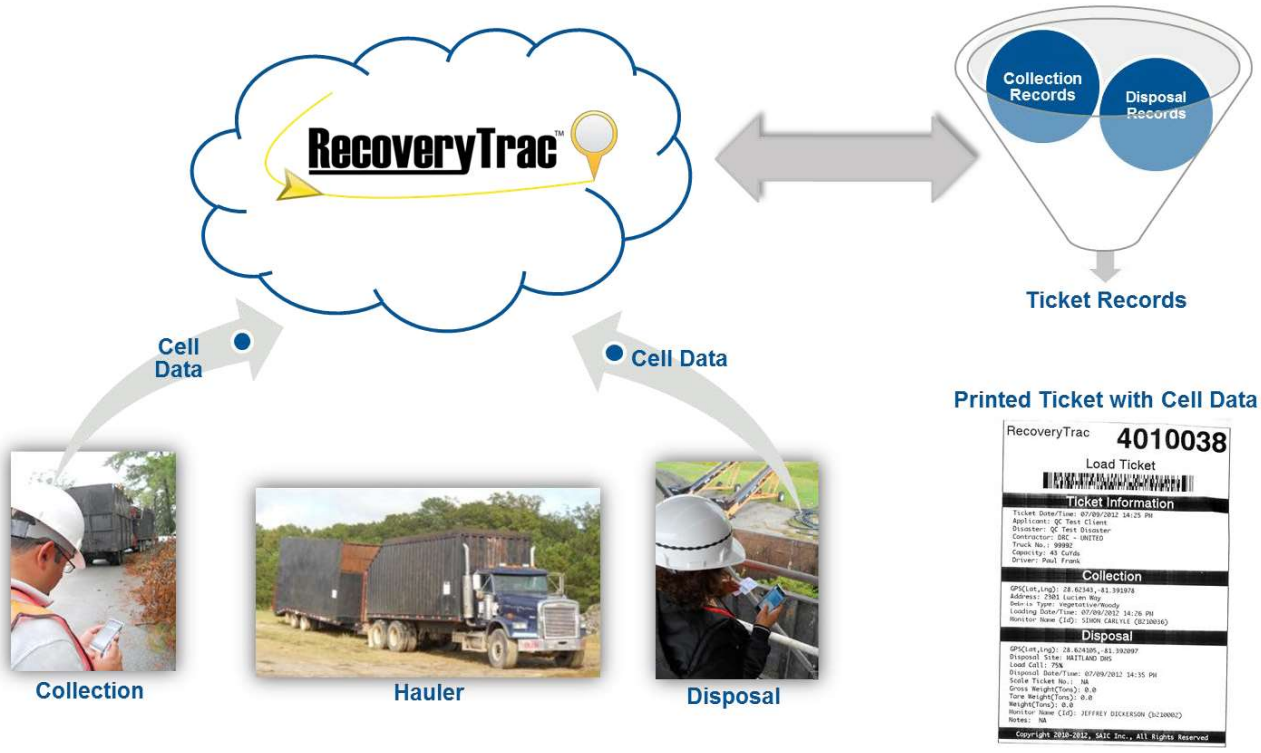
The steps of the RecoveryTrac™ process are as follows:

Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.

1. The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
2. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
3. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
4. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
5. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
6. The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
7. The debris site/tower monitor confirms the truck and debris type and enters the load call.
8. Finally, the disposal load ticket is printed and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the handheld device automatically uploads the stored ticket data. Exhibit 2-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 2-3: RecoveryTrac™ Process



Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and

driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system***.

Exhibit 2-4: Truck Audit Report

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Right-of-Way Collection Reporting

Our ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 2-5: Waypoint Collection/Hazardous Tree Maps

An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 2-6 and 2-7.

Exhibit 2-6: Monitoring Locations

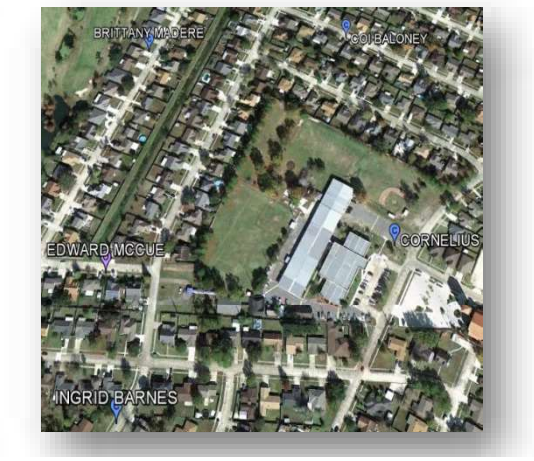
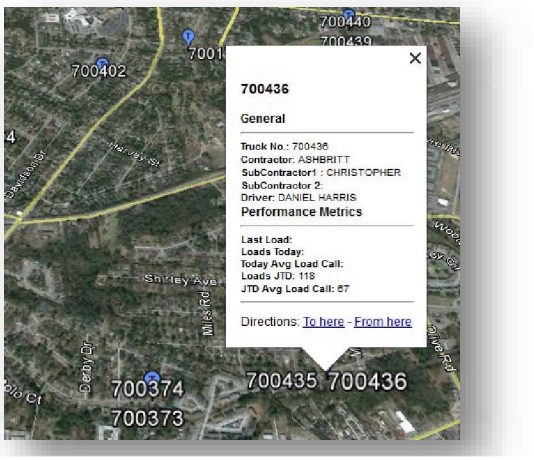


Exhibit 2-7: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.

- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

Debris Management Site Monitoring

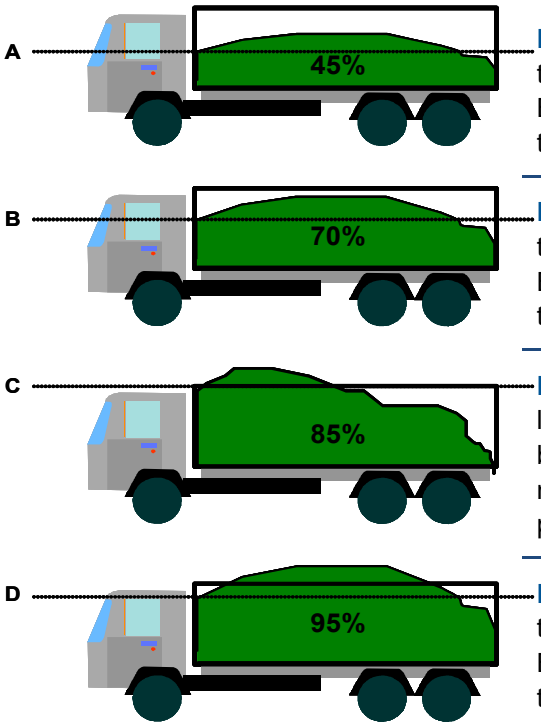
Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.

- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the County's DMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 2-8: Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Residential Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

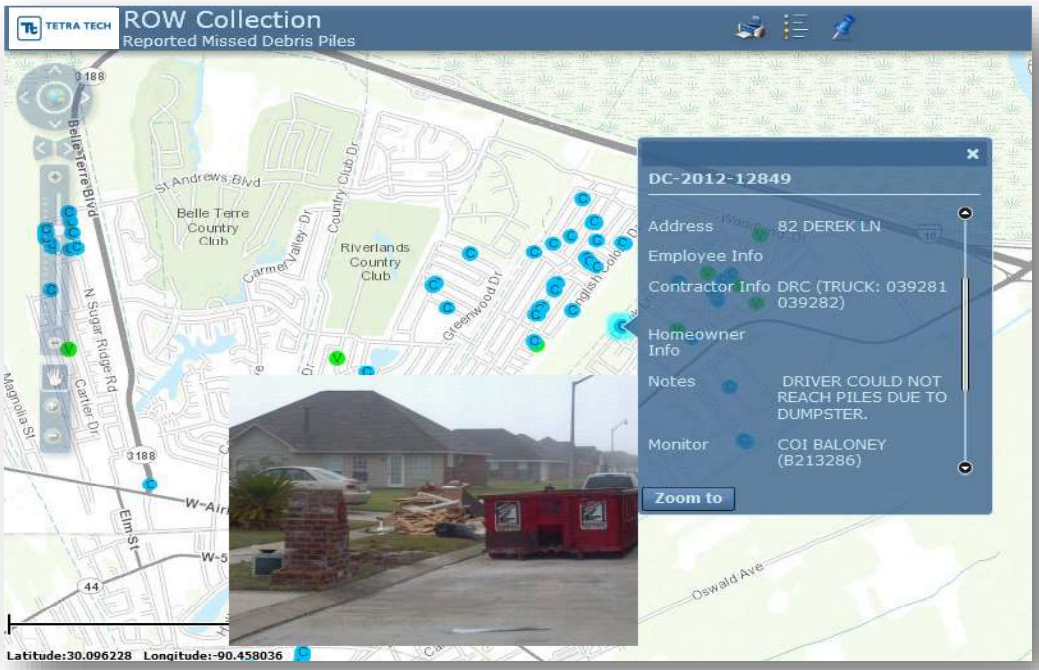
Quality Control Plan

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 2-9: Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.

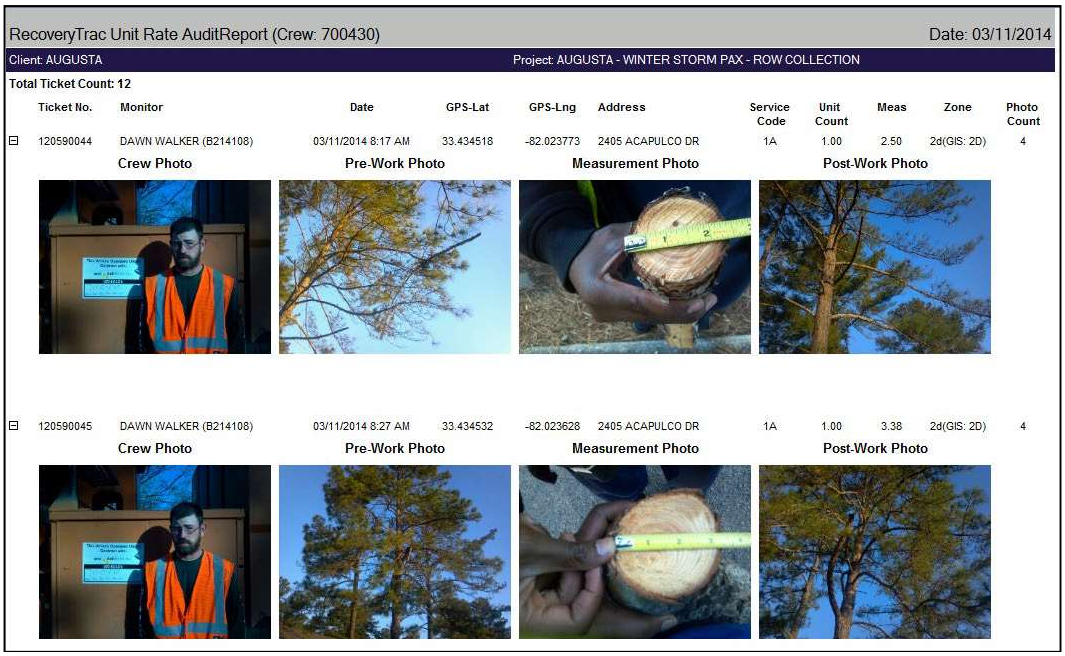
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Exhibit 2-10: Real-Time Ticket Report


RecoveryTrac Unit Rate AuditReport (Crew: 700430) Date: 03/11/2014

Client: AUGUSTA Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION

Total Ticket Count: 12

Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo

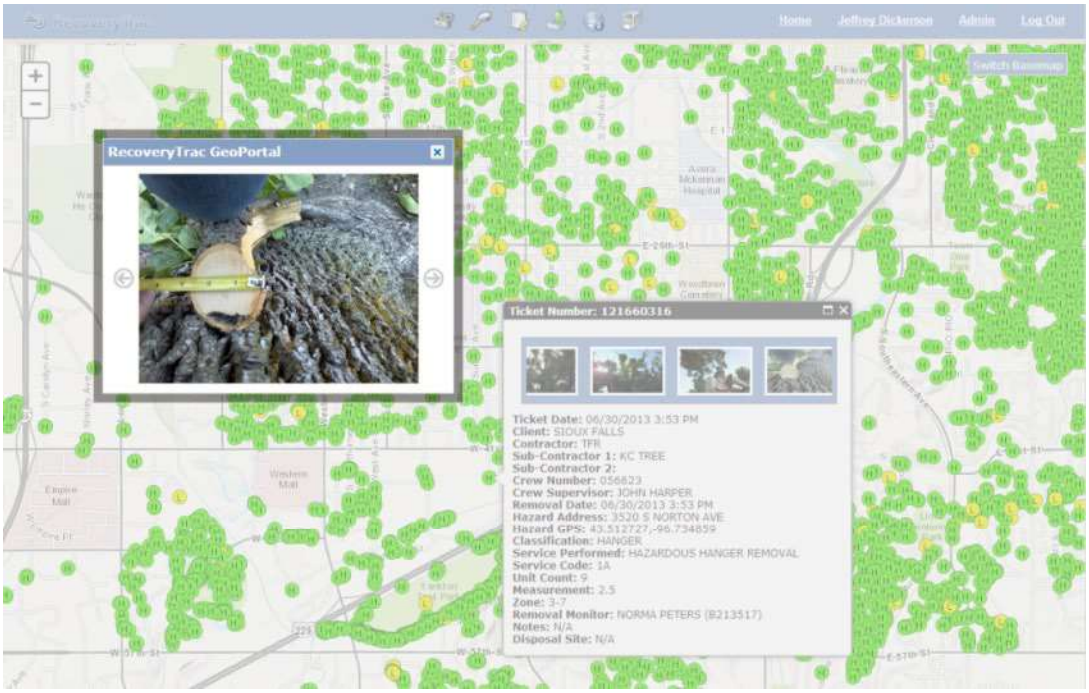
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 2-11: Unit Rate Ticket Map



Public Information

Following a disaster event, citizens will look to the County for direction regarding the debris removal process and project progress. Tetra Tech is prepared to assist the County with developing a means for County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

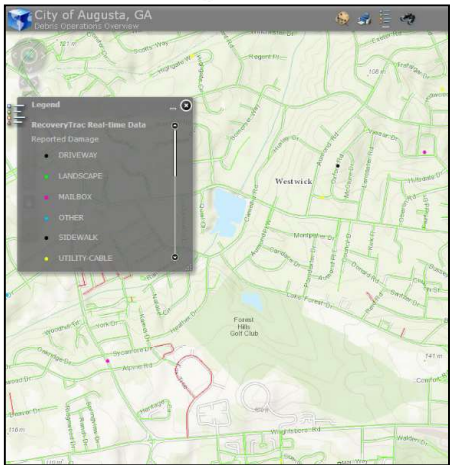
Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Exhibit 2-12: Incident Report

Incident Database

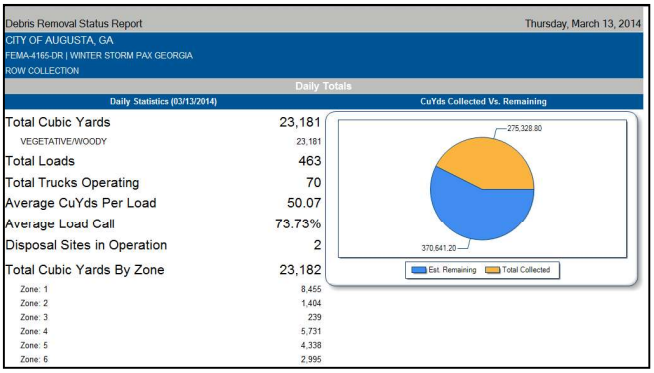
Incident Map

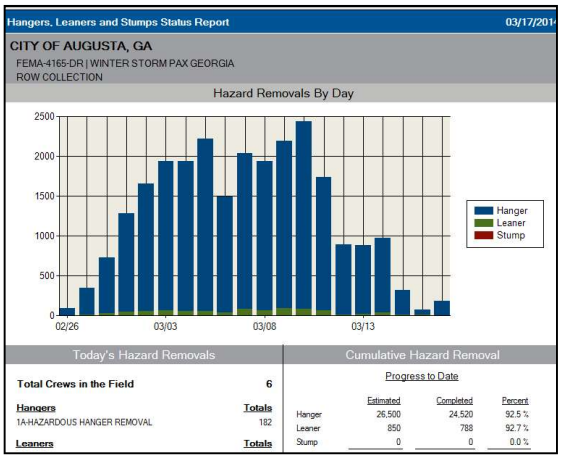


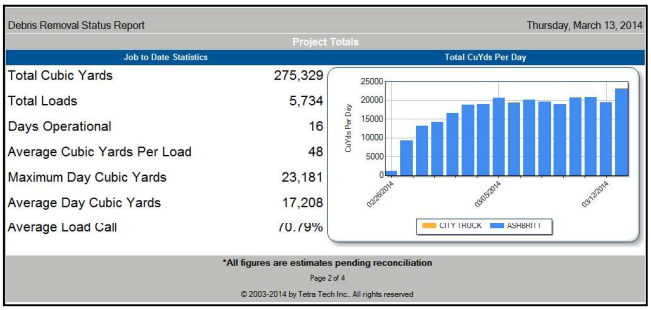
Daily Reporting Metrics

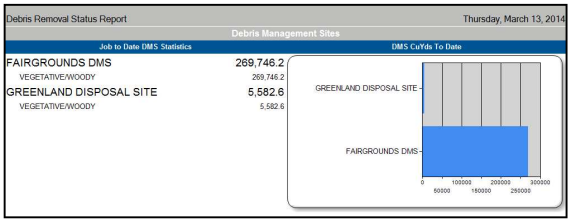
Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 2-13: Sample Custom Reports Developed









Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

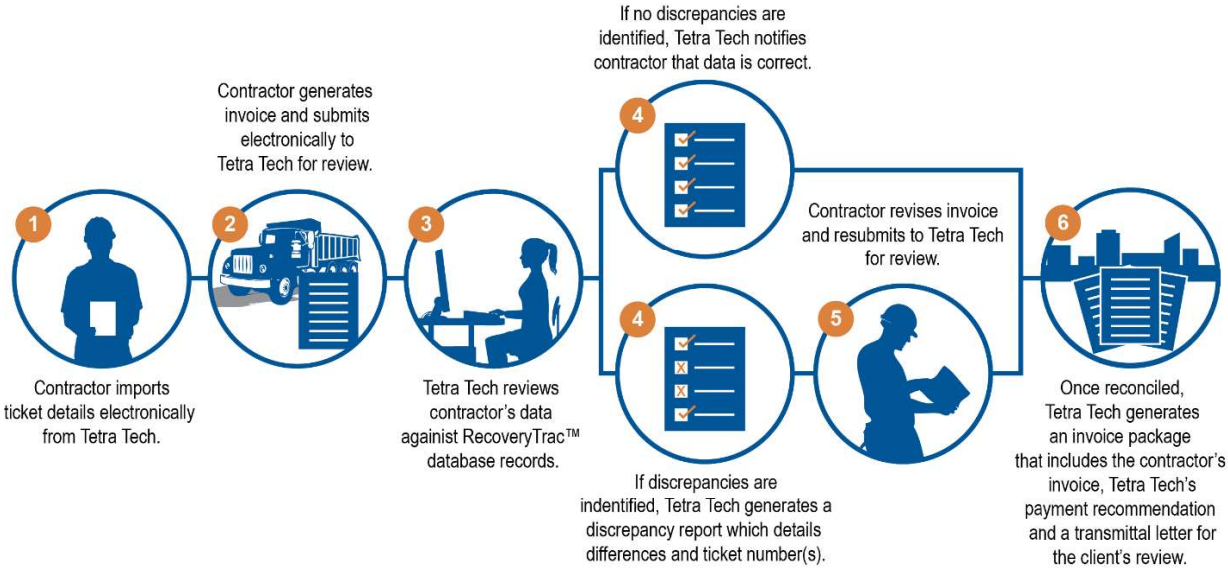
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 2-14: Contractor Invoice Reconciliation Process



Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2019 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2019 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.81
- 2019 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.10

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Unmanned Aircraft Systems (UAS) Technology Capability

Tetra Tech is continuously working to incorporate leading-edge technology into our approach to provide our clients with innovative reporting capabilities. Evidence of this innovation in action is our disaster response team's utilization of UAS (more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allows our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at debris management sites.

Tetra Tech uses multiple UAS geomatics technologies on projects worldwide, including:

- Planimetric and Topographic Mapping
- Orthoimagery
- Light Detecting and Ranging (LiDAR)
- Multispectral and Hyperspectral Technology
- Mobile mapping for infrastructure/roadway design

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

Current Contracts

Exhibit 2-15 below lists Tetra Tech's current contractual obligations for debris monitoring services for counties within the State of Florida. Tetra Tech can provide additional information to the County upon request under a separate cover.

Exhibit 2-15: Listing of Pre-Positioned Contracts with Counties in the State of Florida

CONFIDENTIAL

Client Name	Client Name	Client Name
Broward, County of	Lake County	Osceola County
Charlotte County	Marion County	Pinellas County
Collier County	Miami-Dade County	Polk County
Flagler County	Monroe County	Sarasota County
Franklin County	Nassau County	Seminole County
Highlands County	Okaloosa County	St. Johns County
Hillsborough County	Orange County	Wakulla County

Ability to Handle Multiple Activations

Tetra Tech is recognized for our ability to quickly and effectively respond to disaster grant administration and program management projects. Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. Most notably, we have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions across the country. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. We have responded to all

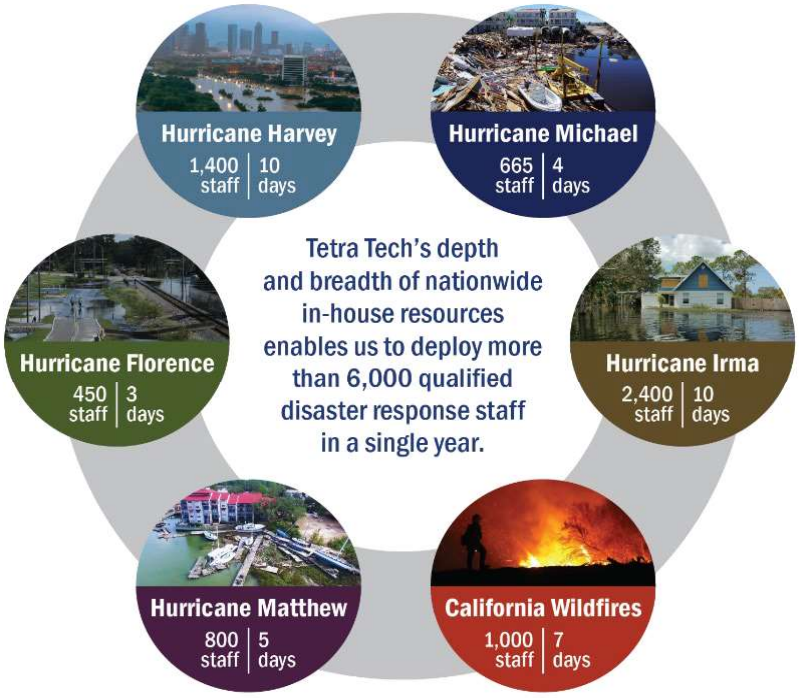
*Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster. In 2017, Tetra Tech successfully deployed **more than 6,000 field staff** throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California.*

types of incidents, including industrial plant explosions, chemical fires, train derailments, oil spills, and pipeline ruptures impacting environmentally sensitive areas, clandestine drug laboratory operations, mercury spills in residences and schools, releases of unknown hazardous substances, chemical and biological agent incidents, and natural disasters, such as floods, tornadoes, and hurricanes.

In many cases, we respond rapidly within 24 hours of receiving notice-to-proceed and fully staff projects within 7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide (Exhibit 2-16), leveraging both our in-house and on-call staff with demonstrated disaster response training and experience. We prioritize deploying local staff to the maximum extent practical, which not only benefits the local post-disaster economy but also reduces mobilization and transportation costs. We are committed to providing a consistent and coordinated team to successfully staff and complete this project and affirm our ability to commence full operations immediately after notification of award.

Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Exhibit 2-16: Tetra Tech's Impressive Rapid Response



Agreement

Tetra Tech confirms our agreement to meet the minimum requirement of this Request for Proposals.

Sample Invoice and Cover Page

Per page 34, paragraph g, of the County's RFP, attached following this page is the below documentation as requested by the County:

1. Transmittal (Cover) Letter Example
2. Hauler Invoice Example
3. Invoice Cover Sheet (Payment Recommendation Report) Example

December 18, 2018

Mr. Bobby Baker
Director of Public Works
City of Lynn Haven
1308 Illinois Avenue
Lynn Haven, FL 32444

Subject: Review of Crowder Gulf Invoice LYN113018-05

Dear Mr. Baker,

As requested, Tetra Tech has performed a review of Crowder Gulf (the "Contractor") invoice number LYN113018-05 for services rendered to the City of Lynn Haven, FL (the "City") for the period of November 1, 2018 to November 30, 2018. The services provided during this period were in response to Florida Hurricane Michael (FEMA-4399-DR).

For the purposes of the invoice submitted by the Contractor, Tetra Tech has performed a full review of available data. The review involved a comparison of volumes, rates, and ticket level detail recorded in the Tetra Tech database to those presented in the Contractor's invoice. Hauler rates have been verified against contract source but procurement of those rates has not been reviewed. Several quality assurance and quality control ("QA/QC") procedures have been performed on Tetra Tech's database in order to validate an accurate data set for use in debris hauler invoice reconciliation.

Based on the reconciliation performed, Tetra Tech recommends payment of $1,961,195.33 with a retainage of $217,910.60 being withheld.

If you should have any questions regarding this invoice, please feel free to call me at your convenience.

Sincerely,

Joe Benarroch | Regional Data Manager

Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751
Tel +1 (321) 441-8500 Fax +1 (321) 441-8501 tetratech.com

INVOICE

Invoice No.: LYN113018-05
Date: 12/7/2018
FEMA Number: FEMA-DR-4399-FL
Hurricane Michael

CrowderGulf
5435 Business Parkway
Theodore, Alabama 36582
251-459-7430 Phone
251-459-7433 Fax

To: City of Lynn Haven
825 Ohio Ave
Lynn Haven, FL 32444

Attn: Tetra Tech
TDR.ContractorInvoices@tetratech.com

Period Covering: 11/1/2018 through 11/30/2018

Description	Qty	Unit	Rate/Unit	Total
Hauling from ROW to DMS within Lynn Haven				
Vegetative debris	191,296.66	CY	$7.50	$1,434,724.95
C&D debris	23,142.55	CY	$8.00	$185,140.40
DMS Reduction and Site Management				
Vegetative debris	191,296.66	CY	$2.50	$478,241.65
C&D debris	23142.55	CY	$3.50	$80,998.93

See Backup Documentation Attached

If you have any questions, please call Gina Walley 251-459-7430.

TOTAL:	$2,179,105.93
Less 10% Retainage:	$217,910.60
TOTAL DUE:	**$1,961,195.33**

Payment Recommendation Report

Tuesday, December 18, 2018

Invoice Cover Information

Applicant:	**CITY OF LYNN HAVEN**	**Invoice Number:**	**LYN113018-05**
Contractor:	**CROWDER GULF**	**Date Of Invoice:**	12/07/2018
Disaster:	**FL - HURRICANE MICHAEL**	**Gross Amount per Invoice:**	**$2,179,105.93**
Invoiced Date Range:	FROM 11/01/2018 TO 11/30/2018	**Amount Held in Retainage:**	**$217,910.60**
		Net Amount Invoiced for Payment:	**$1,961,195.33**

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
51B	C&D FROM ROW TO TDSRS WITHIN BAY COUNTY	23,142.55	$8.00	$185,140.40
50A	VEGETATION FROM ROW TO TDSRS WITHIN LYNN HAVEN	191,296.66	$7.50	$1,434,724.95
60A	MANAGEMENT AND REDUCTION VIA GRINDING	191,296.66	$2.50	$478,241.65
61A	MANAGEMENT AND REDUCTION VIA COMPACTION	23,142.55	$3.50	$80,998.93
	Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):			**$2,179,105.93**
	Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):			**$0.00**

100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
6700974-1	43.50	$7.50	$326.25	6700974	11/01/2018	43.50	$7.50	$326.25	$0.00	Verified and Approved
6700974-2	43.50	$2.50	$108.75	6700974	11/01/2018	43.50	$2.50	$108.75	$0.00	Verified and Approved
6700975-1	60.00	$7.50	$450.00	6700975	11/01/2018	60.00	$7.50	$450.00	$0.00	Verified and Approved
6700975-2	60.00	$2.50	$150.00	6700975	11/01/2018	60.00	$2.50	$150.00	$0.00	Verified and Approved
6703970-1	48.10	$7.50	$360.75	6703970	11/01/2018	48.10	$7.50	$360.75	$0.00	Verified and Approved
6703970-2	48.10	$2.50	$120.25	6703970	11/01/2018	48.10	$2.50	$120.25	$0.00	Verified and Approved
6703971-1	44.10	$7.50	$330.75	6703971	11/01/2018	44.10	$7.50	$330.75	$0.00	Verified and Approved
6703971-2	44.10	$2.50	$110.25	6703971	11/01/2018	44.10	$2.50	$110.25	$0.00	Verified and Approved
6703972-1	37.00	$7.50	$277.50	6703972	11/01/2018	37.00	$7.50	$277.50	$0.00	Verified and Approved
6703972-2	37.00	$2.50	$92.50	6703972	11/01/2018	37.00	$2.50	$92.50	$0.00	Verified and Approved
6703973-1	37.80	$7.50	$283.50	6703973	11/01/2018	37.80	$7.50	$283.50	$0.00	Verified and Approved
6703973-2	37.80	$2.50	$94.50	6703973	11/01/2018	37.80	$2.50	$94.50	$0.00	Verified and Approved

Continued, see additional data through page 2

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Exhibit B Proposal Tetra Tech Inc

Overview of Staff Experience

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over ***120 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.*** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***23 debris removal projects in excess of 1 million CYs of debris*** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event. ***Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster.***

Professional Certifications, Training, and Licensing

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Intermediate Workzone Traffic Control (FDOT)

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the

information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

Proposed Staff

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.
- **Mr. Ralph Natale** is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 230 projects in his 13-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including NORCAL and SOCAL Wildfires, Hurricanes Harvey, Irma, Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 46 million cubic yards (CYs) of debris and over 1.3 million hazardous trees. This and the program management of over 9,600 demolitions total over 2.5 billion dollars of reimbursed invoices. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Ms. Anne Cabrera** has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005. She has served in a variety of roles focusing on reimbursement for more than $2 billion from the FEMA. Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry. In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on their longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA PA program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for disaster-related activities, state appeals, and close out processes.
- **Mr. Jeff Dickerson** *(GIS Specialist)* has more than 30 years of experience in program management and information technology and is the principal system architect of our automated debris management system (ADMS), RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over $6 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state

regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.

- **Mr. Oliver Yao** has over 12 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, Wilma, and Matthew

Project Management Team

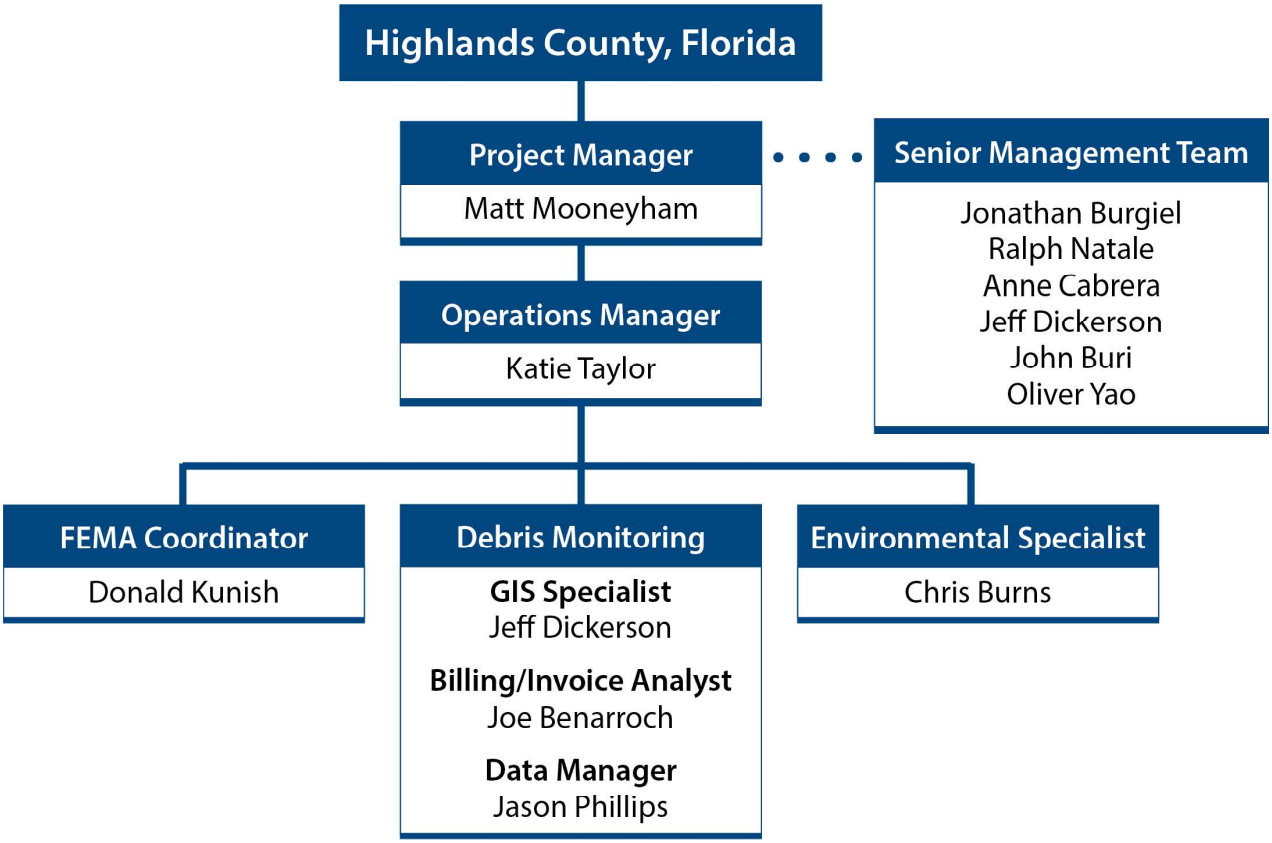
In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

Personnel	Experience Summary
Matt Mooneyham *Project Manager*	▪ Over 12 years of experience in various disciplines including emergency management and disaster response, commercial construction, residential construction, local government infrastructure, federal government construction ▪ Ensures FEMA guidelines are met following several disasters, including Hurricanes Michael, Irma, Ivan, Gustav, as well as flooding events. ▪ Has completed millions of dollars of infrastructure projects including housing, road and bridge, storm water, other large-scale capital projects
Katie Taylor *Operations Manager*	▪ Over 15 years of experience working with the federal, state and local government agencies on finance, design, permitting, procurement, construction, and operations of major projects ▪ Experienced operations manager responsible for daily oversight of monitors, to include disposal, collection as well as leaner/hanger monitor, and detailed record keeping/documentation and client relations ▪ Ensures all employees carried out strict compliance of FEMA guidelines. Responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities
Donald Kunish *FEMA Coordinator*	▪ Disaster recovery management expert with 21 years of experience and has worked on 47 disasters throughout his career ▪ Began his career with the State of Florida Division of Emergency Management and worked there for thirteen years serving as the State's Planning Section Chief, Incident Management Team Commander, Deputy Hazard Mitigation Chief, and Hazardous Material Auditor ▪ Provides multiple communities with support to utilize U.S. Government grants to respond, recover and mitigate to natural and manmade disasters across the country, including the management of applications and awarded funding to elevate and buy out residences, build back damaged infrastructure to be more disaster resilient, and work for reimbursement of local governments for response and recovery efforts under the Federal Emergency Agency's (FEMA's) Public Assistance and Hazard Mitigation Grant Program
Chris Burns *Environmental Specialist*	▪ Has more than 16 years of experience providing management, scientific, and technical consulting services, including private and public sector clients under a variety of technical assistance, CDBG, emergency response, emergency management, planning, and training and exercise programs

	■ Previously held various positions throughout his career including program manager, senior project manager, emergency preparedness and response coordinator, technical lead, and Incident Commander ■ Extensive experience overseeing multi-disciplinary teams made of internal and subcontracted staff resources and has managed projects and complex programs with values in excess of $50 million
Joe Benarroch *Billing/Invoice Analyst*	■ Areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, and project reporting ■ Has an in-depth understanding of our Automated Debris Management System (ADMS) RecoveryTrac™, and can support the implementation of ADMS in the field as well as establish quality assurance and project reporting
Jason Phillips *Data Manager*	■ Experienced document controller and data manager for Tetra Tech ■ Has an in-depth understanding of Federal Emergency Management Agency (FEMA) eligibility, documentation requirements, and our automated debris management system (ADMS) ■ Expert at private property debris removal (PPDR) documentation

Exhibit 3-1 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 3-1: Project Team Organizational Chart



Workforce Planning Standards

Based on the workforce planning standards described in the County's request for qualification (RFQ) and our numerous experiences working with local governments following debris-generating events, the following matrix illustrates our workforce mobilization following activation by the County. Tetra Tech is committed to providing adequate staff within 48 hours of activation.

Many of our mobilization requirements are directly proportional to the debris haulers needs. For example, as the debris hauler "ramps-up" during the initial two weeks of operations, Tetra Tech will respond accordingly with additional staff, and as the debris hauler scales back operations during project closeout, the need for Tetra Tech staff will diminish. Tetra Tech is committed to working with the County to understand these staffing changes and the impact on the total dollar amount of the project. As a component of the Tetra Tech Monitoring Plan, we will estimate total staffing needs on a week-by-week basis over the duration of the project.

Exhibit 3-2: Tetra Tech Mobilization Matrix

Title	Industry Standards	Debris Hauler Mobilization	Mobilization Requirements
Supervisors			
Project Manager	1 per project	N/A	1 full time employee (FTE)
Debris Management Consultant	1 per project	N/A	1 FTE
Operations Manager	1 per project	N/A	1 FTE
Mobilization Operations			
GIS Analyst	1 per project	N/A	1 FTE
Truck Certification	3 per project	150 dump bodies	3 FTE
Environmental Specialist	as needed	N/A	1 FTE
Collection Operations			
Project Coordinator	1:50 monitors	N/A	1 FTE
Field Supervisors	1:10 monitors	N/A	3 FTE
Field Coordinator (Crew Monitors)	1/loading unit	30 loading units	30 FTE
Project Inspector (Citizen Drop-Off Monitors)	as needed	N/A (2 per each residential drop off site)	10 FTE
Disposal Operations			
Disposal Supervisor	1:5 Sites	N/A	1 FTE
Debris Site/Tower Monitors	2 per TDSRS location	2 TDSRS locations	4 FTE
Data Operations			
Billing/Invoice Analyst	1 per project	N/A	1 FTE

Automated Ticketing Specialist	1 per project	N/A	1 FTE

Total Available Personnel

At Tetra Tech, our ability to serve our clients begins and ends with our seasoned disaster recovery professionals. Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Tetra Tech's disaster recovery professionals have managed projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states with simultaneous activations in nine states. This has included large-scale debris monitoring involving a minimum of 1 million cubic yards (CY) of debris for 16 government entities.

Exhibit 3-3: Personnel Available

Resource	Total Number of Personnel Available
Management Team	
Project Principals	**9**
Project Managers	**38**
Operations Managers	**42**
Field Staff	
Field Coordinators (Crew Monitors)	**1500***
Debris Site/Tower Monitors	**120***
Field Supervisors (7:1 Monitor-to-Field Supervisor Ratio)	**55***
Project Coordinators (50:1 Monitor-to-Project Coordinator Ratio)	**35***

** Indicates available Tetra Tech resources. Tetra Tech will staff positions with locally hired residents whenever possible.*

Equipment

Tetra Tech understands the critical nature of asset management and logistics following a disaster. To that end, Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.*** Exhibit 3-4 lists available equipment and facilities readily available upon activation.

Exhibit 3-4: Resource List

Equipment* Currently in Our Warehouse	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000

Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	40
Project Coordinator Kits (1 Per 100 Monitors)	40
Human Resources Kits (1 Per 100 Monitors)	40
Collection Monitor Kits (1 Per 25 Monitors)	90
Disposal Monitor Kits (1 Kit Per Disposal Site)	100
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40
Equipment**	
Laptops	400
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to fulfill supply needs in 24 hours or less.*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Methodology for Hiring Locally

The Tetra Tech Field Human Resources (HR) Hiring Center is the processing center that enables efficient hiring and training that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs (in most cases in less than 72 hours from the notice to proceed). The typical Tetra Tech HR Hiring Center (Hiring Center) is staffed by 4 trained HR representatives. However, that number can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. The Hiring Center can be quickly scaled out to meet the most demanding needs for staff. ***The Hiring Center advertises locally and reaches out to local workforce centers to utilize persons seeking employment in the community.***

The hiring process begins with an initial screening and verification of official documents, including driver's license, Social Security card, and insurance verification to ensure the identity of prospective employees. A hiring package is completed, checked for completeness and accuracy, and then uploaded to the Corporate Hiring Service Center. The Corporate Hiring Service Center performs an e-Verify eligibility-to-work check and a criminal background check within 24 hours. It also performs the verification of education and conducts drug testing when required by position. The employee is entered into the Tetra Tech labor tracking system and issued official Tetra Tech badge credentials, which must be visibly worn at all times when performing field work.

Training by position is scheduled and held the following day. This formal training is tailored to the duties of the new employee. The training is conducted in the Hiring Center by a Tetra Tech certified trainer and must be documented as successfully completed before the employee is allowed to assume field duties.

Subcontracting Plan

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

Additionally, in February 2019, **Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.** Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disabled business enterprises.

Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain a comprehensive file of the qualifications and experience of these firms to aide us in selecting appropriate subcontractors for specific project tasks. Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to this project. ***The Good Faith Effort documentation is attached in Tab A, following the Affidavit of Compliance with 2 CFR 200.321.***

The table below demonstrates a representative sampling of Tetra Tech's commitment to minority participation on Tetra Tech contracts.

Firm	Client	%	Project	Contract Value	Type
Advent Consulting Associates	**CA Emergency Management Agency**	5%	**Development and Completion of Emergency Function Annexes**	$882,026.00	DVBE
Consolidated Printing, Inc.	**City of Chicago**	5%	**Regional Catastrophic Planning**	$125,383.00	WBE
B2B Strategic Solutions, Inc.	**City of Chicago**	25%	**Regional Catastrophic Planning**	$646,901.00	MBE
TLC Engineering	**City of Houston**	40%	**Disaster Management Recovery and Consulting Services**	TBD: Preposition Contact	SBE M/DBE
Corporate Results, Inc.	**Texas Tech University**	20%	**Business Impact Analysis**	$61,897.50	W/DBE
C&S Consultants, Inc.	**City of New Orleans**	20%	**Project Management Services for Demolition and HHW Management Disposal**	$11,087,790.96	M/DBE
Julien Engineering & Consulting, Inc.	**City of New Orleans**	20%	**Project Management Services for Demolition and HHW Management Disposal**	$11,087,790.96	M/DBE
Integrated Design Engineering Associates	**City of Kansas City Missouri**	8%	**COOP Planning**	$129,282.00	D/WBE

Firm	Client	%	Project	Contract Value	Type
Principle Design & Development, LLC	**City of Palm Beach**	TBD	**Emergency Management Consulting Services**	TBD: Preposition Contact	DBE
Palm Print, Inc.	**City of Palm Beach**	TBD	**Emergency Management Consulting Services**	TBD: Preposition Contact	DBE
Cousins & Associates, Inc.	**City of Palm Beach**	TBD	**Emergency Management Consulting Services**	TBD: Preposition Contact	DBE
Constant and Associates, Inc.	**Los Angeles County, CA**	10%	**Emergency Exercise Design Consulting Services**	$692,406.00	CBE

Public Announcements

Those local governments that have received the highest praise from their citizenry following a disaster are typically those that have communicated the most effectively. Tetra Tech is prepared to provide public information staffing support as requested by the County. Tetra Tech has full-time public information/relations staff available to assist the County's staff with press releases, public notices, website development and support, and other public information functions. Tetra Tech is also prepared to work with the County in preparing "pre-season" notices and educational materials to inform the citizenry of what to expect following a disaster. We also have extensive experience in preparing press releases and newspaper notices as well as participating in interviews on local access television stations. Tetra Tech has implemented, among others, the following public participation programs during prior debris removal program management efforts:

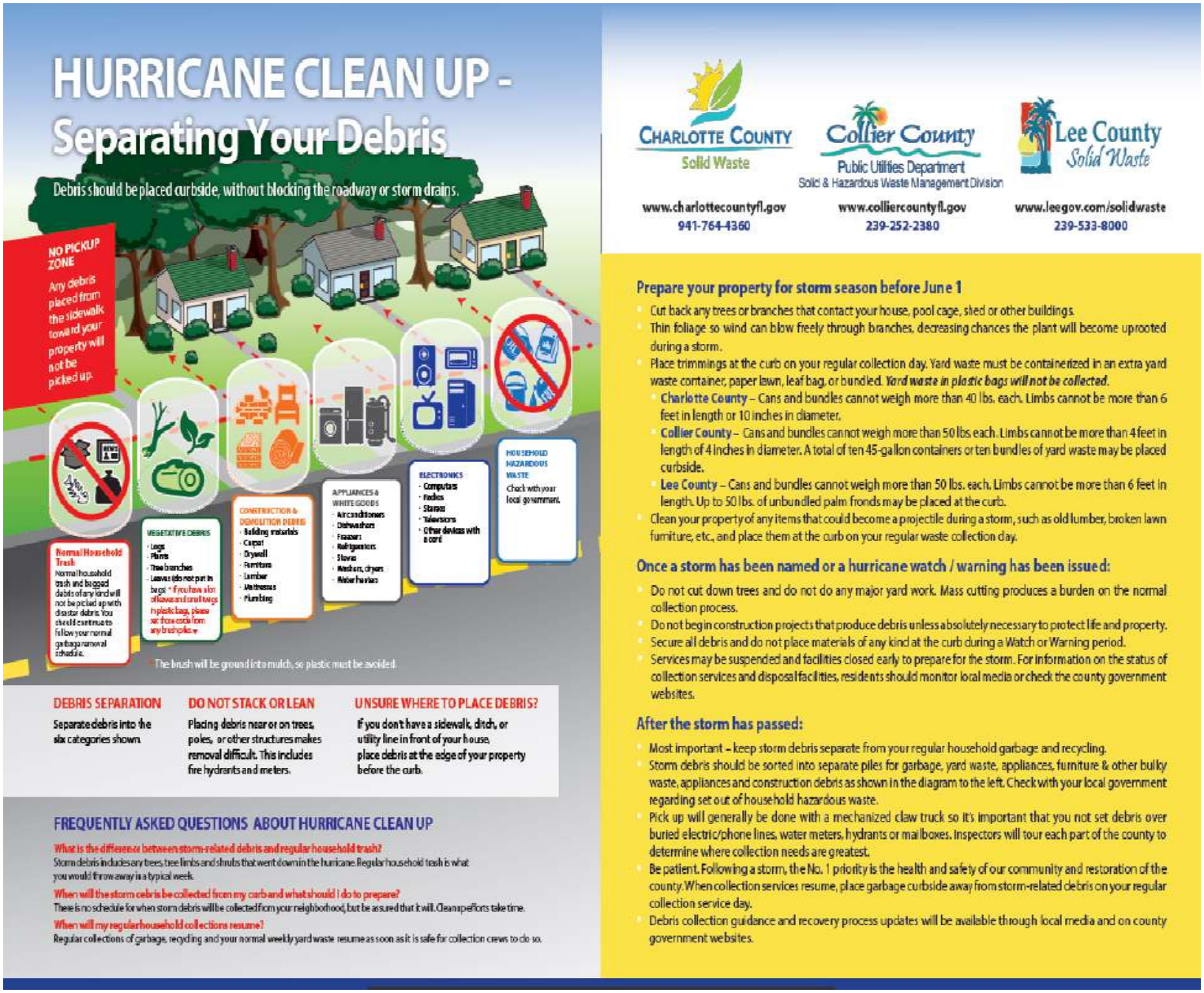
- Development and management of a website on the debris removal process
- Debris hotline call center operations
- Disaster assistance centers
- Developing targeted public information campaigns to include mailers and telephone outreach
- Organizing post and staff public meetings designed to educate citizens on program eligibility and participation

Attached on the following pages are a few examples of public notices our team has circulated regarding debris monitoring services.

BEFORE THE STORM
BRING THE FOLLOWING ITEMS TO ONE OF THE COLLIER COUNTY COLLECTION CENTERS:
Marco Island Recycling Drop-off Center
990 Chalmer Dr
Tuesday - Saturday
8:30am - 11:00am
12:00pm - 4:30pm
Immokalee Recycling Drop-off Center
700 Stockade Rd
Monday - Saturday
7:30am - 11:30am
12:30pm - 4:00pm
• Mercury Devices/Fluorescent Bulbs
• Batteries (all types)
• Used Oil, Used Oil Filters
• Antifreeze, Gasoline, Diesel
• Cooking Oil, Household Sharps
• Automotive and Boat Care Supplies
• Latex & Oil-based Paints, Stains
• Household Cleaners
• Pool Chemicals
• Solvents, Glue, Paint Strippers
• Pesticides, Herbicides, Fertilizers
• Sharps in approved containers
• Propane Tanks (up to 30lbs)
ARE YOU READY?
North Collier Recycling Drop-off Center
9950 Goodlette-Frank Rd N
Monday - Saturday
8:30am - 4:30pm
Hazardous Materials Collection Center
3728 White Lake Blvd
Monday - Saturday
7:00am - 4:30pm
Naples Recycling Drop-off Center
2640 Corporate Flight Dr
Tuesday - Saturday
8:30am - 4:30pm
OPENING SOON
North East Recycling Drop-off Center
825 39th Ave N.E.
Naples, FL 34120

AFTER THE STORM
DEBRIS REMOVAL GUIDELINES
In efforts to expedite the debris removal process, please follow these Federal Emergency Management Agency (FEMA) rules.
DEBRIS SEPARATION
Debris should be placed curbside, separated into the categories shown below.
DO NOT STACK OR LEAN
Do not place debris near or on trees, poles, cars or other structures. This includes fire hydrants, mail boxes and meters. Do not block culverts, swales, storm drains or roadways.
UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.
NORMAL HOUSEHOLD TRASH
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.
STORM RELATED VEGETATIVE DEBRIS
(Do not put in plastic bags)
• Leaves
• Logs/Limbs
• Plants/Shrubbery
• Fully extracted stumps
• Palm Fronds
• Tree Branches
No Land Clearing Debris
CONSTRUCTION & DEMOLITION DEBRIS
• Building materials
• Carpet
• Drywall
• Furniture
• Lumber
• Mattresses
• Plumbing
APPLIANCES & WHITE GOODS
• Air Conditioners
• Dishwashers
• Freezers
• Refrigerators
• Stoves
• Washers, dryers
• Water heaters
Remove perishables from refrigerators and freezers and remove doors. All appliances containing perishable waste will not be collected.
ELECTRONICS
COMPUTERS
• Radios
• Stereos
• Televisions
• Other devices with a cord
HOUSEHOLD HAZARDOUS WASTE
• Cleaning Supplies
• Batteries
• Lawn Chemicals
• Oils
• Oil-based paints and stains
• Pesticides
Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division
FOR MORE INFORMATION CONTACT CUSTOMER SERVICE AT (239) 252-2380

Debris Removal Guidelines
In efforts to expedite the debris removal process, please follow these Federal Emergency Management Agency (FEMA) rules.
DEBRIS SEPARATION
Debris should be placed curbside, separated into the categories shown below.
Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division
DO NOT STACK OR LEAN
Do not place debris near or on trees, poles, cars or other structures. This includes fire hydrants, mail boxes and meters. Do not block culverts, swales, storm drains or roadways.
UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.
NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.
Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.
STORM RELATED VEGETATIVE DEBRIS
(Do not put plastic in bags)
Leaves
Logs/Limbs
Plants/Shrubbery
Fully extracted stumps
Palm Fronds
Tree branches
No Land Clearing Debris
CONSTRUCTION & DEMOLITION DEBRIS
Building materials
Carpet
Drywall
Furniture
Lumber
Mattresses
Plumbing
ELECTRONICS COMPUTERS
Radios
Stereos
Televisions
Other devices with a cord
APPLIANCES & WHITE GOODS
Air conditioners
Dishwashers
Freezers
Refrigerators
Stoves
Washers, dryers
Water heaters
Remove perishables from refrigerators and freezers and remove doors. All appliances containing perishable waste will not be collected.
HOUSEHOLD HAZARDOUS WASTE
Cleaning supplies
Batteries
Lawn chemicals
Oils
Oil-based paints and stains
Pesticides
After the storm, continue to monitor County news releases.
For more information contact Customer Service at (239)252-2380.


HURRICANE CLEAN UP -
Separating Your Debris
Debris should be placed curbside, without blocking the roadway or storm drains.
NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.
Normal Household Trash
VEGETATIVE DEBRIS
CONSTRUCTION & DEMOLITION DEBRIS
APPLIANCES & WHITE GOODS
ELECTRONICS
HOUSEHOLD HAZARDOUS WASTE
Check with your local government.
The brush will be ground into a mulch, so plastic must be avoided.
DEBRIS SEPARATION
Separate debris into the six categories shown.
DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.
UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.
FREQUENTLY ASKED QUESTIONS ABOUT HURRICANE CLEAN UP
What is the difference between storm-related debris and regular household trash?
Storm debris includes any trees, tree limbs and shrubs that went down in the hurricane. Regular household trash is what you would throw away in a typical week.
When will the storm debris be collected from my curb and what should I do to prepare?
There is no schedule for when storm debris will be collected from your neighborhood, but be assured that it will. Clean-up efforts take time.
When will my regular household collections resume?
Regular collections of garbage, recycling and your normal weekly yard waste resume as soon as it is safe for collection crews to do so.
CHARLOTTE COUNTY
Solid Waste
www.charlottecountyfl.gov
941-764-4360
Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division
www.colliercountyfl.gov
239-252-2380
Lee County
Solid Waste
www.leegov.com/solidwaste
239-533-8000
Prepare your property for storm season before June 1
Cut back any trees or branches that contact your house, pool cage, shed or other buildings.
Thin foliage so wind can blow freely through branches, decreasing chances the plant will become uprooted during a storm.
Place trimmings at the curb on your regular collection day. Yard waste must be containerized in an extra yard waste container, paper lawn, leaf bag, or bundled. Yard waste in plastic bags will not be collected.
Charlotte County – Cans and bundles cannot weigh more than 40 lbs. each. Limbs cannot be more than 6 feet in length or 10 inches in diameter.
Collier County – Cans and bundles cannot weigh more than 50 lbs each. Limbs cannot be more than 4 feet in length of 4 inches in diameter. A total of ten 45-gallon containers or ten bundles of yard waste may be placed curbside.
Lee County – Cans and bundles cannot weigh more than 50 lbs. each. Limbs cannot be more than 6 feet in length. Up to 50 lbs. of unbundled palm fronds may be placed at the curb.
Clean your property of any items that could become a projectile during a storm, such as old lumber, broken lawn furniture, etc., and place them at the curb on your regular waste collection day.
Once a storm has been named or a hurricane watch / warning has been issued:
Do not cut down trees and do not do any major yard work. Mass cutting produces a burden on the normal collection process.
Do not begin construction projects that produce debris unless absolutely necessary to protect life and property.
Secure all debris and do not place materials of any kind at the curb during a Watch or Warning period.
Services may be suspended and facilities closed early to prepare for the storm. For information on the status of collection services and disposal facilities, residents should monitor local media or check the county government websites.
After the storm has passed:
Most important – keep storm debris separate from your regular household garbage and recycling.
Storm debris should be sorted into separate piles for garbage, yard waste, appliances, furniture & other bulky waste, appliances and construction debris as shown in the diagram to the left. Check with your local government regarding set out of household hazardous waste.
Pick up will generally be done with a mechanized claw truck so it's important that you not set debris over buried electric/phone lines, water meters, hydrants or mailboxes. Inspectors will tour each part of the county to determine where collection needs are greatest.
Be patient. Following a storm, the No. 1 priority is the health and safety of our community and restoration of the county. When collection services resume, place garbage curbside away from storm-related debris on your regular collection service day.
Debris collection guidance and recovery process updates will be available through local media and on county government websites.

TETRA TECH

Jonathan Burgiel

Business Unit President, Disaster Recovery

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30+ years

TETRA TECH

Ralph Natale
Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13-year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices.

FEATURED RELEVANT EXPERIENCE

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. A representative list of projects he has worked on is included below.

- State of California Camp Fire Response 2018- present
- USACE | NorCal Wildfires, 2017 – 2018
- State of California | SoCal Wildfires, 2018 – present
- Town of Hilton Head and Beaufort County, South Carolina | Hurricane Matthew (October 2016 – June 2017)
- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, May 2015 floods (June 2009–Present), Hurricane Harvey (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2011 – July 2012)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

TETRA TECH

Anne Cabrera
Deputy Director, Post Disaster Programs

EXPERIENCE SUMMARY

Ms. Cabrera has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than $2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry.

In addition to her work with post-disaster recovery operations, Ms. Cabrera has served as a technical resource to clients during implementation of the FEMA Public Assistance (PA) Program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA Project Worksheets (PWs) for disaster related activities, state appeals, and closeout processes. Ms. Cabrera is the lead technical expert on the FEMA PA Program remaining up to date on policy and guidance changes and providing a resource to our post-disaster projects across the board to ensure consistency in understanding and implementation of requirements.

Ms. Cabrera has also assisted cities and counties create or update disaster debris management plans and develop ongoing staff training programs.

FEATURED RELEVANT EXPERIENCE

- **Hurricane Michael (2018 – 2019)** – Regional program manager/technical advisor on behalf of 4 cities providing oversight to debris operations while helping the Cities with technical assistance in program planning and FEMA reimbursement including application for private property debris removal, demolition and commercial debris removal programs.
- **Hurricane Irma (2017 – 2018)** – Regional program manager overseeing project operations for the Cities of Naples, Marco Island, Cape Coral and Charlotte County and was the Principal in Charge for a FDEP waterway debris removal project.
- **Los Angeles County, CA Debris Management Planning** - senior debris subject matter expert in support of Los Angeles County's planning for a potential disaster involving the necessity of a mass debris removal mission.
- **Hurricane Matthew (2016-2017)** - Regional Program Manager overseeing all aspects of operations for Brevard and St. Johns Counties and the Cities of Cocoa Beach, Port Orange, Holly Hill, South Daytona, New Smyrna Beach, Oak Hill and Lake Helen.
- **Butte Wildfire (2016)** – QA/QC manager for the Butte Wildfire, which impacted Calaveras County, CA. Oversaw the reconciliation of tens of millions of dollars of invoices.
- **California Earthquake (2014)** – PA Consultant/Debris subject matter expert for Napa, CA
- **Flooding (2013)** – PA/debris subject matter expert for Boulder County, CO

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Disaster Debris Management
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems
- Project Staffing
- Multiagency Coordination

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4241 SC Flooding
- 4240 CA Wildfires
- 4223 TX Severe Storms
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1679 FL Tornados
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

EDUCATION

Florida Atlantic University
Master of Business Administration, International Business, 2011

Bachelor of Arts, Liberal Arts, 1999

TETRA TECH

Jeffrey Dickerson
Technical Applications Manager, GIS Specialist

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

RELEVANT EXPERIENCE

- **Disaster Debris Private Property Debris Removal (PPDR) Program Management | Sonoma, Napa, Lake and Mendocino Counties, CA –** Served as GIS/ADMS Applications Manager supporting the deployment and data management of the USACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris.
- **Restore Louisiana –** State of Louisiana – Served as deputy project manager where he managed the HUD-mandated environmental reviews (Tier II) for over 10,000 flood damaged properties.
- **Hurricane Matthew, Public and Private Property Debris Removal (PPDR) –** GIS/ADMS Applications manager of customized GIS-enabled ADMS technology to document removal of over 8.5 million CYs of debris in the State of Florida, South Carolina and North Carolina
- **Wildfire Disaster Debris PPDR, Lake and Calaveras County, CA –** Managed development and deployment of ADMS to automate PPDR hazard removal and demolition program of over 4,000 trees.

YEARS OF EXPERIENCE

30 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

TETRA TECH

Oliver Yao
Senior Financial Analyst

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as a financial analyst for post disaster programs at Tetra Tech, Inc. Mr. Yao has over twelve years of industry experience in preparedness, response and recovery. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. He supports all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements. Additionally, Mr. Yao has extensive experience assisting communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

- **Hurricane Michael Program Management (2018 – Present)–** Providing senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven (1,280,400 CYs), Callaway (1,468,100 CYs). Recovery efforts include private property debris removal and structural demolitions.
- **Hurricane Florence (2018) –** Provided senior management and data oversight for multiple projects in NC including the counties of Lenoir (35,000 CYs) and Craven (59,800 CYs)
- **Hurricane Matthew (2016 - 2017) –** Provided senior management and data oversight manager for Volusia County (1,058,962 CYs), St. Johns County (712,705 CYs), and Brevard County (820,779 CYs). Supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards.
- **Debris Management for City of Sarasota, FL (2015) –** Assisted in updating the City's disaster debris management plan to meet FEMA guidelines.
- **Severe Flooding (2014) -** provided senior management oversight and operational support to the Boulder County, Colorado debris management program. This program presented the unique challenge of removing debris from streams where there was limited access.
- **Hurricane Isaac (2012) -** served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris.

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

TETRA TECH

John Buri
Senior Grant Manager/Specialist

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics.

FEATURED RELEVANT EXPERIENCE

- **Various Disasters – City of Houston TX** - Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- **Hazard Mitigation Grant Program Support for Various US Clients** - Overall responsibility of task orders supporting $90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina. Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions
- **Hurricane Ike and Two Floods, Montgomery County, TX** - Directed various task orders including project formulation, PA technical, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- **Hurricane Ike Federal Grant Administration** – Port of Galveston - Provided senior management oversight to assist the Port to receive more than $40 million in additional federal funding associated with permanent repairs to several of the port's damaged piers.
- **Hurricane Ike Debris Operations** – Regional program manager for approximately 78 clients in the state of Texas.

YEARS OF EXPERIENCE

16 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA, 404 HMGP, HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

TETRA TECH

Matthew R. "Matt" Mooneyham
Project Manager

FEATURED EXPERIENCE

Project Manager (September 2018 – Ongoing)
Bay County, Florida | Hurricane Michael ROW, Waterway, and Private Property Debris Removal
Mr. Mooneyham served as regional manager for multiple activations following the devastating impact of Hurricane Michael was integral in establishing and overseeing multiple recovery programs throughout Bay County.
Mr. Mooneyham worked with multiple Bay County departments to coordinate multiple federal funding sources that were responsible for the removal of dangerous Leaner, Hanger, and stumps, debris removal from Navigable Canals and ditches and debris management site remediation. *In total, Mr. Mooneyham led our team that monitored the removal of over 1,181,000 CY of debris.*

Project Manager (October 2018 – May 2019)
City of Springfield, City of Parker, and City of Callaway, Florida | Hurricane Michael
Following Hurricane Michael, Mr. Mooneyham was deployed as the project manager for the City of Springfield, City of Parker, and the City of Callaway. Mr. Mooneyham can manage all three projects through coordination with designated operations managers for each City. Mr. Mooneyham provides project oversight to verify quality control, project reporting, safety procedures, and best business practice debris monitoring protocols are being adhered to on each project. *For the City of Callaway alone, Mr. Mooneyham managed the removal, reduction, and disposal of over 1,090,190 cubic yards of debris and over 6,700 leaners and hangers.*

Project Manager (September 2018 – October 2018)
City of New Bern, North Carolina | Hurricane Florence
Following Hurricane Florence, Mr. Mooneyham was deployed as the project manager for the City of New Bern. Mr. Mooneyham's responsibilities included training project staff, coordinate with debris haulers to schedule debris removal operations, establishing reporting protocols, and health and safety. Mr. Mooneyham also supported the client in establishing a private road debris removal program.

Project Manager (October 2017 – May 2018)
Polk County and Highlands County, Florida | Hurricane Irma
Following Hurricane Irma in September of 2017, Mr. Mooneyham provided project management services to both Highlands County and Polk County in Central Florida. He provided daily oversight of monitors and staff, offered guidance and expertise on FEMA guidelines, and acted as client relations contact for the County representatives. He was responsible for the daily operations, data management, documentation, QA/QC, and overall program efficiency, quality, and cost management. *In total, 2,244,330 CY of debris were removed in Polk County, and nearly 900,000 CY in Highlands County.*

Capital Project Manager (May 2014 to October 2014)
Escambia County, Florida | Severe Flooding
Following a FEMA declared flooding event in 2014, Matt took a lead role for the Escambia County Public Works Dept. in coordinating damaging assessment, emergency repair, and permanent repair activities for the County. This work included over 700 sites of damaged infrastructure. Mr. Mooneyham acted as a direct liaison to FEMA and FDOT District 3 to coordinate repair efforts and maximize eligible FEMA and FHWA funds.

YEARS OF EXPERIENCE
12 years

AREA OF EXPERTISE
- Disaster Debris Management
- Right-of-Way Debris Removal
- Private Property Debris Removal
- Disposal Operations
- Quality Assurance Initiatives
- FEMA Compliance Monitoring
- Supervision of Field Operations
- Operational Scheduling and Dispatch
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS
- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- 1551 Hurricane Ivan
- BP Deepwater Horizon Oil Spill
- Escambia County Flooding Event, May 2014

EDUCATION
Pensacola State College
Associate of Arts, General Studies

TETRA TECH

Katie Taylor
Operations Manager

FEATURED EXPERIENCE

Regional Operations Manager (2018-Present)
Multiple Florida Clients | Hurricane Michael
Following Hurricane Michael in October of 2018, Ms. Taylor worked as Regional Operations Manager with Tetra Tech for numerous Florida clients including the City of Parker, City of Springfield, Bay County and FDEP. Under the umbrella of a Regional Project Manager, the City of Parker was managed directly by Ms. Taylor. Duties and responsibility included daily oversight of monitors and supervisors, to include disposal, collection as well as leaner/hanger monitors. Ms. Taylor was tasked with overseeing detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities.

Operations Manager (2018)
New Bern North Carolina | Hurricane Florence
Following Hurricane Florence in September of 2018, Ms. Taylor worked as Operations Manager with Tetra Tech for the City of New Bern. Duties and responsibility included daily oversight of monitors. Ms. Taylor was tasked with detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities.

Operations Manager and Project Manager (2017)
Polk County and Highlands County | Hurricane Irma
Following Hurricane Irma in September of 2017, Ms. Taylor worked for Tetra Tech as Operations Manager and Project Manager for Highlands County and Operations Manager in Polk County in Central Florida. Ms. Taylor was responsible for hiring and management of hundreds of temporary employees as well as the organization and daily over sight of these employees. Ms. Taylor was responsible for day-to-day operations of employees which included initial training as well as daily safety briefings and on-going training throughout the project. Ms. Taylor was tasked with detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, data management, site and monitor placement, QA/QC, management of staff as well as various other responsibilities. Between the two counties, Ms. Taylor assisted in the hiring and management of over 300 personnel and over 3 million cubic yards of material being removed.

Project Manager (2005)
Hancock County, Mississippi | Hurricane Katrina
Ms. Taylor served as Project Manager working as a 1st Tier Sub-Contractor to Ash Brit following the devastating Hurricane that hit the Mississippi Gulf Coast. Ms. Taylor's company was awarded all of the white goods for all of Hancock County. Ms. Taylor ensured that all of her trucks were aware of the regulations and guidelines per FEMA were closely followed and adhered to and all drivers were aware of these rules. Due to the extensive flooding, this program was put into place. Ms. Taylor was responsible for ensuring all safety processes were closely followed as well as proper PPE was worn.

Project Manager (2004)
Santa Rosa County, Florida | Hurricane Ivan
Ms. Taylor ensured that daily safety meetings were held as well as proper PPE worn. Katie also educated all drivers on eligible material as well as strict adherence to ROW procedures were strictly followed.

YEARS OF EXPERIENCE
Other Firms: 15 years

With Tetra Tech: 2 year

AREA OF EXPERTISE
- Disaster Debris Monitoring
- Emergency Management
- Management/Project Management
- Federal Construction

DISASTERS
- 4399 Hurricane Irma
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- The Big Turnaround Fire
- 1604 Hurricane Katrina
- 1551 Hurricane Ivan

EDUCATION
Bachelor of Science, Mississippi College, 1997

TETRA TECH

Donald Kunish
FEMA Coordinator

FEATURED EXPERIENCE

Technical Expert (March 2018–Ongoing)
Commonwealth of Puerto Rico | Public Assistance Program Implementation
With the devastating damage following Hurricane Maria's impact to Puerto Rico, Mr. Kunish has been supporting Puerto Rico's Governor's Authorized Representative to implement FEMA's as the grantee for the Public Assistance program. His support included advising and implantation of a Section 428 Alternate Procedure that is required for all permanent work in Puerto Rico, implementation of a cloud based system to capture all damaged site visit data, and project formulation strategy for replacement of flood public housing projects. Mr. Kunish also administers over a hundred field inspectors and grant managers.

Project Manager (April 2016–June 2016); Project Manager (August 2017-Ongoing)
Harris County, Texas | Disaster Debris Removal
Mr. Kunish and his team (50 personnel in 2016 and over 300 personnel in 2017) assisted Harris County to monitor and manage the removal of disaster debris. The County's efforts included the removal of construction and demolition debris, vegetative debris, e-waste, household hazardous waste and white goods. Mr. Kunish also ensured that all activities were done in compliance with Federal and State regulations and documented removal from debris from cradle to grave for invoicing and auditing efforts.

Project/Readiness Manager (October 2016 – January 2017)
Flagler County, Florida | Hurricane Mathew Debris Removal
Mr. Kunish rapidly deployed over 50 personnel to consisting of fulltime Tetra Tech staff, subcontractors and local hires to monitor the County's debris removal operations. Mr. Kunish provided extensive debris planning and programmatic support as the County initiated their operations. Coordination with FEMA and the State environmental agency on debris disposal sites became a significant part of the operational planning Mr. Kunish provided.

Project Control Specialist (October 2013–August 2016)
Boulder County, CO | Public Assistance Consulting
Following the flood disaster that impacted Boulder County in September 2013, our team was selected to manage the county's claims development and administration of $100 Million. Mr. Kunish is currently providing programmatic and application support for the FEMA Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Deputy Bureau Chief and various other positions (February 1998 – February 2011)
State of Florida – Division of Emergency Management | Day to Day Emergency Management Operations
Over the span of 13 year, Mr. Kunish's career with the Division covered many emergency management practice areas. Prominent experience during his State of Florida tenure included; administration of the Florida Hazardous Materials Program, administration of the State's Mitigation Bureau that encompassed the hazard mitigation planning program, the State's Hazard Mitigation Plan, the Hazard Mitigation Grant Program and the Hazard Mitigation Assistance (formerly RL, SRL and PDM) Program. Mr. Kunish also worked with the State's growth management programs (including CDBG) to represent the emergency management perspective. This interaction help support Mr. Kunish's involvement in the production of Florida's Regional Evacuation Studies.

EDUCATION

University of Florida
Bachelor of Arts, Sociology, Minor in Education

AREA OF EXPERTISE

- Project Management
- Disaster Response
- Disaster Recovery
- Hazard Mitigation
- Emergency Operations
- Hazardous Material Planning
- Duplication of Benefits Recovery

TRAINING/CERTIFICATIONS

- FEMA Professional Development Series
- OSHA 40 Hour Construction Safety
- O-400 Incident Commander
- ICS-100 through ICS-400 Incident Command System
- G-202 Debris Management
- G-137 Exercise Program Manager
- Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Evaluation
- Construction Quality Management (CQM)

YEARS OF EXPERIENCE

21 years

TETRA TECH

Christopher Burns
Environmental Specialist

FEATURED EXPERIENCE

Camp Fire Incident – Paradise East (January 2019 – Present)
Incident Commander – City of Paradise East, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 17,000 structures in total located in Butte County. His task under this contract includes debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

California Wildfire Environmental Program Manager (October 2016 – present). Mr. Burns has served in management roles overseeing in the field environmental services conducted on 11 of the 12 past California Wildfires. During these responses Mr. Burns has lead the setup, coordination, and overall management of assessing damage, hazardous materials surveys, air monitoring, asbestos assessments, sample collection, and report preparation. Mr. Burns also manages all environmental logistics and staff coordination on these projects.

Carr and Mendocino Complex Fire Incident (August 2018 – January 2019)
Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 1,300 parcels in total located in Shasta and Lake Counties. His task under this contract includes debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Thomas Fire Incident (January 2018-Decemebr 2018). Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 700 parcels in Ventura County. His task under this contract includes debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

YEARS OF EXPERIENCE

16 years

AREA OF EXPERTISE

- Fire Assessment
- Emergency Response
- Asbestos
- Wildfire Fire Assessment
- CDBG-DR
- Technical Report Preparation and Review
- Project Management
- Scientific Research
- Fisheries/Ichthyology
- Oil Spill Response
- Lead and Asbestos
- Radiation

TRAINING/CERTIFICATIONS

- ICS Level 100, 200, 300, 400, 301 and NIMS 700 and 800
- 40-Hour OSHA 29 CFR 1910.120 HAZWOPER
- OSHA 8-Hour Refresher Training
- EPA Air Monitoring for Hazardous Materials 165.4, 2007 and 2005 EPA RCRA Compliance and Enforcement Workshop

EDUCATION

Penn State University, Bachelor of Science in Fisheries and Wildlife Science

Florida, Texas, South Carolina, North Carolina CDBG Programs (March 2018- present)- Mr. Burns serves as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors, Asbestos Inspections, and all other environmental inspections covered under these three CDBG Programs. Mr. Burns is responsible for overall management of over 20 lead-based paint risk assessors completing risk assessment throughout all three states in relation to Hurricane Irma and Matthew.

Restore Louisiana Program (RELA)-CDBG-DR, 2017 to July 2018. Mr. Burns served as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors following HUD Guidelines. He is responsible for overall management of 20 lead-based paint risk assessors completing risk assessment throughout Louisiana in relation to the floods of 2016. During this program Tetra Tech completed over 6,000 lead-based paint risk assessments in under 1 year.

TETRA TECH

Joe Benarroch
Billing/Invoice Analyst

FEATURED EXPERIENCE

Regional Data Manager (October 2018-Present)
State of Florida | Hurricane Michael
Hurricane Michael made landfill in the Florida panhandle as a strong Category 4 hurricane. It caused unpresented damage. Tetra Tech was activated by six clients ranging from the City of Lynn Haven to Wakulla County, Florida. Mr. Benarroch served regional data manager providing QA/QC of project deliverables and reporting. He also served as the invoice reconciliation manager where he oversaw invoice analyst reconciling over $25 million in reimbursable contractor debris removal services.

Regional Data Manager (September 2018- October 2018)
State of North Carolina | Hurricane Florence
Mr. Benarroch was deployed to North Carolina following Hurricane Florence. He served as a regional data manager overseeing multiple data managers assigned to projects in the State. Mr. Benarroch also served as an invoice reconciliation manager where he oversaw invoice analyst reconciling over $13 million in reimbursable contractor debris removal services.

Senior Data Manager (May 2018-Current)
Collier County, FL | Hurricane Irma Waterway Disaster Debris Removal Program
Mr. Benarroch has been tasked as the senior data manager overseeing the Collier County, FL waterway disaster debris removal program. Mr. Benarroch is responsible for the supervision and inspection of all collected documentation, such as the eligibility of photos against contract requirements, GIS mapping of waterways, and remote database management. In addition, Mr. Benarroch is responsible for all hauler invoice reconciliation and compliance management to contract documentation.

Regional Data Manager (September 2017-August 2018)
State of Florida | Hurricane Irma | Disaster Debris Program Management
Following the aftermath of Hurricane Irma, Mr. Benarroch was deployed as a regional data manager to oversee the daily data operations of the South Florida projects including the Florida Keys and Miami-Dade County. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the region. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection, and managing the documentation for all hazardous tree and hanger removal for the various programs. Mr. Benarroch was also heavily involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

Regional Data Manager (August 2017-June 2018)
State of Texas | Hurricane Harvey | Disaster Debris Program Management
Mr. Benarroch was deployed as a regional data manager following the aftermath of Hurricane Harvey. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the state. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection. In addition, Mr. Benarroch took on the responsibility of training and establishing local data managers across the state to oversee individual projects. Mr. Benarroch was also involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

YEARS OF EXPERIENCE
2 years

AREA OF EXPERTISE
- FEMA Compliance Monitoring
- FEMA Reimbursement
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems

GRANT EXPERIENCE
- FEMA PA

DISASTERS
- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4385 Connecticut Severe Storms
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4297 Georgia Severe Storms, Tornadoes, and Straight-line Winds
- 4240 Valley & Butte Fire
- 4106 Winter Storm Alfred PW Closeout

EDUCATION
University of Central Florida
Bachelor of Science, Applied Mathematics, 2016

TETRA TECH

Jason Phillips
Data Manager

FEATURED EXPERIENCE

Outreach Coordinator
Rebuild Florida | Hurricanes Michael & Irma
Mr. Phillips served as outreach manager for Tetra Tech's Rebuild Florida engagement. The program is designed to work with homeowners who sustained damage during Hurricanes Micheal and Irma to assess their applications to receive grant funding for the cost of repairing their homes. Mr. Phillips role has been to oversee the collection of sources data for new applicants, perform environmental surveys of properties and review properties for eligibility

Regional Data Manager
USACE Georgia | FEMA DR 4400 - Hurricane Michael
Mr. Phillips was deployed to the 13 county United States Army Corps of Engineers (USACE) mission. This mission resulted in over 3.5 million cubic yards of debris collected and documented using RecoveryTrac ADMS. Mr. Phillips was responsible for the northern counties in the mission and oversaw daily quality assurance and quality control, reconciliation, and project reporting.

Data Manager
Town of New Fairfield, CT | FEMA DR 4385 – Connecticut Severe Storms and Tornadoes
Mr. Phillips served as a data manager on for the Town of New Fairfield following severe storms and tornadoes. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation. This project resulted in over 86,000 CY of debris being collected within the first 50 days.

Data Manager
Miami-Dade County | FEMA DR 4337 - Hurricane Irma
Mr. Phillips served as one of the lead data managers for the Miami-Dade County following Hurricane Irma. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

Data Manager
Harris County | FEMA DR 4332 - Hurricane Harvey
Mr. Phillips served as data manager for the Harris County following Hurricane Harvey. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

Data Manager
Dougherty County, GA | FEMA DR 4294 - Georgia Tornadoes
Mr. Phillips served as data manager for the Dougherty County following severe storms and tornadoes. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation. This project also involved private property debris removal (PPDR) and demolitions. Mr. Phillips oversaw PPDR packet management.

YEARS OF EXPERIENCE
4 Years

AREA OF EXPERTISE
- Data Management
- Quality Control/Quality Assurance
- Private Property Debris Removal
- Document Retention and File Management
- Geographic Information Systems (GIS)

DISASTERS
- 4400 Hurricane Michael
- 4382 CA Wildfires
- 4385 Severe Storms, Tornadoes, and Straight-Line Winds
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4294 Georgia Tornadoes

EDUCATION
IBM College, Dayton OH, Computer Science

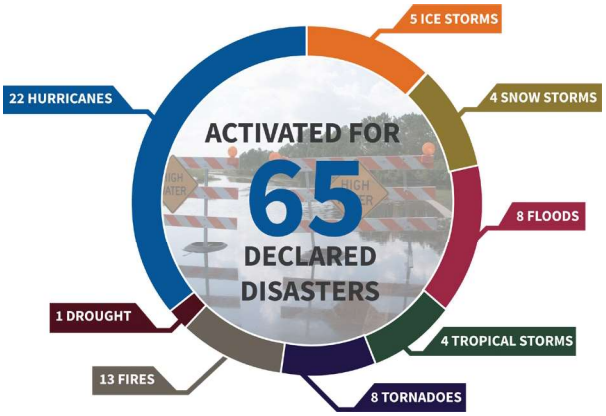
Relevant Firm Experience

Description and History of the Firm

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 20,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

OFFICE ADDRESS

2301 Lucien Way, Suite 120
Maitland, Florida 32751



Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over $6 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***120 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.***

Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 15 years.
- We are committed to providing the County with skilled resources within the time frames specified by the County as evidenced by the depth of experience of our senior management team and project management team.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 23 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the County.
- The backbone of our disaster debris recovery program is our senior management team's foundation in the solid waste industry. For nearly 15 years, Mr. Jonathan Burgiel, a 30+-year industry veteran, has worked with a team of highly skilled professionals to design and develop a proven approach that has been battle-tested and refined over 64 activations across the United States.

- As a global engineering firm with over 2.9 billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the County.

Knowledge and Expertise in Debris Management

Recent Debris Monitoring Experience

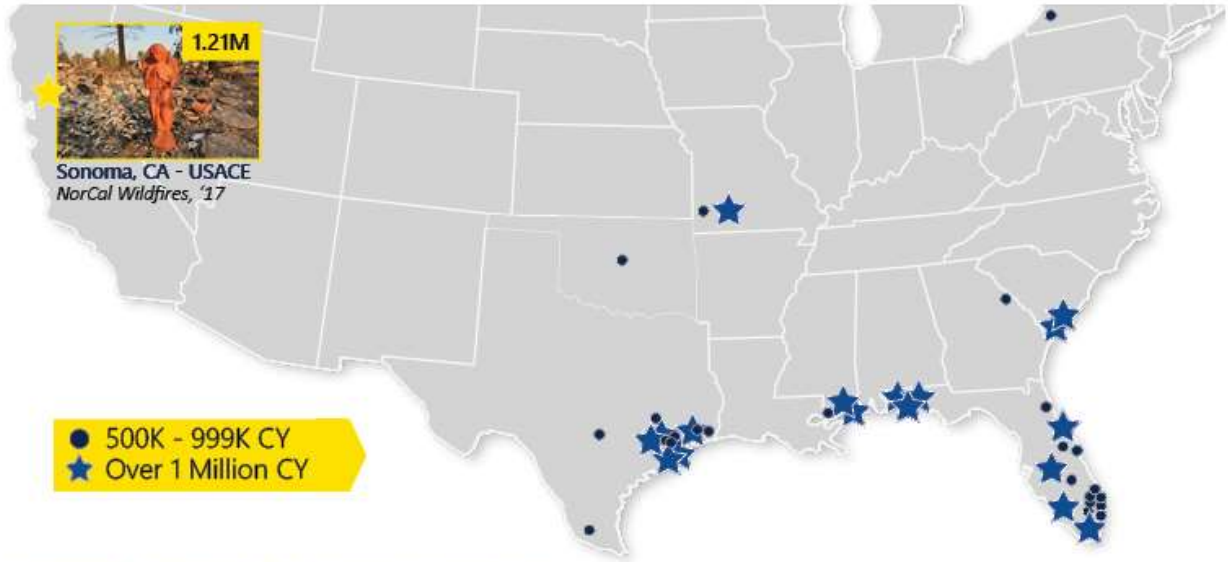
Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. Exhibit 4-1 provides an abbreviated experience matrix for projects conducted since 2001. *Profiles and references from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.*

Exhibit 4-1: Experience Matrix (2001–2019)

Large-Scale Debris Monitoring Experience

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. Our services under these engagements included environmental permitting, debris management sites (DMS) monitoring, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 4-2: Large Project Experience



Summary of Projects Over 1 Million (M) Cubic Yards

Houston, TX
Hurricane Ike, '08

Escambia County & Pensacola, FL
Hurricane Ivan, '04

Collier County, FL
Hurricane Irma, '17

Miami-Dade County, FL
Hurricane Irma, '17

Gulfport, MS
Hurricane Katrina, '05

Bolivar Peninsula, TX
Hurricane Ike, '08

Miami-Dade County, FL
Hurricane Wilma, '05

Harrison County, MS
Hurricane Katrina, '05

Harris County, TX
Hurricane Ike, '08

Hilton Head Island, SC
Hurricane Matthew, '16

Houston, TX
Hurricane Harvey, '17

Galveston, TX
Hurricane Ike, '08

Polk County, FL
Hurricane Irma, '17

Santa Rosa County, FL
Hurricane Dennis, '05

Beaufort County, SC
Hurricane Matthew, '16

Escambia County, FL
Hurricane Dennis, '05

Jefferson County, TX
Hurricane Rita, '05

Springfield, MO
Snowstorms, '07

Harris County, TX
Hurricane Harvey, '17

Volusia County, FL
Hurricane Matthew, '16

Photo Source | *FEMA.gov*

Florida Debris Monitoring Experience

Our team has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently Matthew Irma and Michael. The list below summarizes our team's past debris monitoring experience in the State of Florida.

Hurricane Charley (2004)
Total Cubic Yards (CY) of Debris – 1,652,200 | 2 Clients
Lake County | 616,700 CY
City of Orlando | 1,035,500 CY

Hurricane Frances (2004)
Total CY of Debris – 500,000 | 2 Clients
City of Boca Raton | 200,000 CY
City of Orlando | 300,000 CY

Hurricane Ivan (2004)
Total CY of Debris – 7,475,554 | 3 Clients
Escambia County | 5,385,084 CY
Florida Department of Transportation | 708,800 CY
City of Pensacola | 1,381,670 CY

Hurricane Jeanne (2004)
Total CY of Debris – 350,000 CY | 2 Clients
Lake County | 100,000 CY
City of Orlando | 250,000 CY

Hurricane Dennis (2005)
Total CY of Debris – 3,917,267 | 5 Clients
Escambia County | 1,589,182 CY
Monroe County | 200,000 CY
City of Pensacola | 400,000 CY
Santa Rosa County | 1,708,085 CY

Hurricane Katrina (2005)
Total CY of Debris – 9,942,000 | 11 Clients | Representative Clients:
City of Fort Lauderdale | 400,000 CY
City of Hollywood | 360,000 CY
Miami-Dade County | 2,500,000 CY
Monroe County | 200,000 CY
City of Plantation | 450,000 CY

Hurricane Rita (2005)
Total CY of Debris – 4,810,000 | 3 Clients | Representative Clients:
Monroe County | 200,000 CY

Hurricane Wilma (2005)
Total CY of Debris – 8,914,000 | 17 Clients | Representative Clients:
City of Boca Raton | 646,000 CY
City of Fort Lauderdale | 901,000 CY
Miami-Dade County | 3,000,000 CY
City of Pembroke Pines | 930,000 CY
City of Plantation | 811,000 CY

Groundhog Day Tornadoes (2007)
Total CY of Debris – 281,000 | 2 Clients
Lake County | 144,000 CY
Volusia County | 137,000 CY

Tropical Storm Fay (2008)
Total CY of Debris – 50,000 | 3 Clients | Representative Clients:
St. Johns County | 30,000 CY
Leon County | 20,000 CY

Tropical Storm Debby (2012)
Total CY of Debris – 7,253 | 3 Clients | Representative Clients:
Clay County | 3,777 CY
Pasco County | 2,583 CY

Florida Debris Monitoring Projects by disaster

Since 2004, our team has monitored the collection and removal of more than 60 million cubic yards of debris in Florida.

Hurricane Matthew (2016)
Total CY of Debris – 2,738,106 | 14 Clients | Representative Clients:
Brevard County | 820,779 CY
Flagler County | 129,687 CY
City of Holly Hill | 137,094 CY
City of New Smyrna Beach | 203,981 CY
City of Port Orange | 428,244 CY
St. Johns County | 712,705 CY
Volusia County | 1,058,334 CY

Hurricane Irma (2017)
Total CY of Debris – 21,442,478 | 59 Clients | Representative Clients:
City of Cape Coral | 363,207 CY
Collier County | 3,122,681 CY
Highlands County | 891,782 CY
City of Hollywood | 335,368 CY
City of Miami | 540,305 CY
Maimi-Dade County | 3,559,582 CY
Monroe County | 1,075,134 CY
Polk County | 2,237,547 CY
Seminole County | 821,470 CY

Hurricane Michael (2018)
Total CY of Debris – 9,248,830 | 13 Clients | Representative Clients:
City of Callaway | 561,580 CY
City of Lynn Haven | 1,041,607 CY
City of Parker | 378,240 CY
City of Springfield | 387,676 CY

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated $280 million in federal grants—the largest grant application in Boulder County's history.
Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over $6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Exhibit 4-3 provides a summary of our experience providing FEMA PA services to local and state governments.

Exhibit 4-3: Recent Grant Funding Experience

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2019	Missouri, State of	DR 4451	PA	TBD							■			■		■	■
2019	Missouri, State of	DR 4435	PA	TBD							■			■		■	■
2018	Commonwealth of Puerto Rico	DR 4339	PA	60,000,000,000					■	■	■	■	■	■		■	
2018	City of Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	City of Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■											
2018	City of Albany, GA	DR 4400	PA	10,000,000	■	■											
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■			
2018	Commonwealth of Puerto Rico	DR 4339	PA HMGP	60,000,000,000					■	■	■	■	■	■	■	■	■
2017	City of Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■			
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of Albany, GA	DR 4294 DR 4297	PA	14,000,000	■	■	■	■	■	■	■	■	■	■			
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■			
2016	South Daytona, FL	DR 4283	PA	1,600,000													
2016	Volusia County, FL	DR 4283	PA	28,000,000	■	■	■	■	■	■	■	■	■	■			
2016	City of Port Orange, FL	DR 4283	PA	16,000,000			■	■		■	■	■		■			
2016	Beaufort County, SC	DR 4284	PA	56,000,000			■	■				■		■			
2015	Richland County, SC	DR 4241	PA HMGP CDBG-DR	4,000,000 8,700,000 23,500,000	■	■	■	■	■	■	■	■	■	■	■	■	
2015	City of Sumter, SC	DR 4241	PA HMGP	13,000,000	■	■	■	■	■	■	■	■					
2015	Lexington County, SC	DR 4241	PA HMGP	1,600,000					■	■	■	■					
2015	Dorchester County, SC	DR 4241	PA	3,500,000	■	■	■	■	■	■	■	■					
2015	Montgomery County, TX	DR 4269 DR 4272	HMGP	15,000,000					■	■	■	■					
2015	Austin County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Waller County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Ascension Parish, LA	DR 4277	PA	20,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Walton County, FL	N/A	FMA	522,000						■	■	■					

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2015	Fayette County, GA	DR 4259	PA	3,800,000	■	■	■	■	■	■	■	■	■	■			
2014	City of Napa, CA	DR 4193	PA	2,000,000	■		■	■	■	■	■	■		■			
2014 2015	City of Houston, TX	DR 4223 DR 4269 DR 4272	PA	60,000,000	■	■	■	■	■	■	■	■	■	■			
2013	Boulder County, CO	DR 4193	PA, HMGP	2,000,000			■	■				■					■
2012	State of New Jersey Department of Environmental Protection	DR 4086	PA	30,500,000	■	■	■	■	■	■	■	■	■	■			
2011	Virginia DOT	DR 4023	PA	3,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2011	State of Vermont	DR 4022	PA, HMGP	23,000,000	■		■	■	■	■	■	■		■			
2011	State of Connecticut	DR 4023	PA	500,000	■				■	■	■						
2010	Hidalgo County, TX	DR 1931	PA	318,000	■	■	■	■	■	■	■	■	■	■	■		
2009	City of Daytona Beach, FL	DR 1840	HMGP	1,200,000	■	■			■	■	■	■	■	■	■	■	
2009	Volusia County, FL	DR 1840	PA	890,000		■			■	■	■	■	■	■	■		
2009	City of Austell, GA	DR 1858	PA	7,900,000	■	■	■	■	■	■	■	■					
2009	Clark Energy Co-op, KY	DR 1818	HMGP	500,000						■	■			■			■
2009	City of Newport News, VA	DR 1862	PA	280,000	■	■	■	■	■	■	■	■		■			
2009	City of Virginia Beach, VA	DR 1862	PA/SRL	2,000,000					■	■	■	■					
2008	City of Cocoa, FL	DR 1785	PA	200,000					■	■	■	■					
2008	City of Cocoa Beach, FL	DR 1785	PA	15,000					■	■	■	■					
2008	Leon County/ City of Tallahassee, FL	DR 1785	PA	580,000	■					■	■	■		■			
2008	St. Johns County, FL	DR 1785	PA	870,000	■					■	■			■			
2008	Plaquemines Parish, LA	DR 1786	PA	10,000	■	■						■					
2008	Ashburnham Municipal Light Plant, MA	DR 1813	PA	645,000	■		■	■	■	■	■	■		■			
2008	Paxton Light Dept., MA	DR 1813	PA	150,000	■		■	■	■	■	■	■		■			
2008	Princeton Municipal Light Department, MA	DR 1813	PA	9,300,000	■		■	■	■	■	■	■		■			
2008	Sterling Municipal Light Dept.	DR 1813	PA	3,900,000	■		■	■	■	■	■	■		■			
2008	City of Alvin, TX	DR 1791	PA	2,100,000					■	■	■	■		■	■	■	■
2008	City of Angleton, TX	DR 1791	PA	6,000,000					■	■	■	■		■	■	■	■
2008	Cameron County, TX	DR 1780	PA	27,000,000	■	■	■	■	■	■	■	■		■	■	■	■
2008	Fort Bend County, TX	DR 1791	PA	15,300,000	■	■	■	■	■	■	■	■		■	■	■	■

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 4-4 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 4-4: PPDR and Demolition Program Management

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
CalRecycle / CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Waterways Debris Removal

A cleanup crew clears an inland waterway of debris.

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. Our team has performed multiple projects for Monroe County, Florida (the Florida Keys), to remove derelict vessels and traps from waterways following Hurricanes Katrina, Gustav, Ike, and Wilma. Following Hurricane Ike, our team assisted Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with inland waterway debris removal assignments. We will help the County legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. ***Our team members monitored waterway efforts following Hurricane Sandy on behalf of the New Jersey Department of Environmental Protection (NJDEP); following Hurricanes Matthew and Irma on behalf of FDEP; and following Hurricane Irma on behalf of the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County.***

Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the Florida Department of Environmental Protection, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access. ***Our team monitored vessel debris removal efforts following Hurricane Sandy on behalf of the NJDEP and provided similar services to Escambia County, FL and Monroe County, FL (Florida Keys) following the 2004 and 2005 hurricane season and most recently in Beaufort County, SC to remove vessels damaged and abandoned from Hurricane Matthew.***

Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. ***Our team members most recently monitored the removal and disposal of 198,635 hazardous trees and hangers on behalf of 36 clients following Hurricane Matthew.*** Exhibit 4-5 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 4-5: Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Albany, Georgia	2018 Hurricane Michael	10,804
City of Callaway, Florida	2018 Hurricane Michael	6,379
City of Lynn Haven, Florida	2018 Hurricane Michael	3,008
Lenoir County, North Carolina	2018 Hurricane Florence	1,060
City of New Bern, North Carolina	2018 Hurricane Florence	2,111
Onslow County, North Carolina	2018 Hurricane Florence	9,391
Miami-Dade County Parks (Florida)	2017 Hurricane Irma	70,908
City of Miami, Florida	2017 Hurricane Irma	29,366
Polk County, Florida	2017 Hurricane Irma	27,267
Seminole County, Florida	2017 Hurricane Irma	25,348
Beaufort County, South Carolina	2016 Hurricane Matthew	67,581
Town of Hilton Head, South Carolina	2016 Hurricane Matthew	48,589
Horry County, South Carolina	2016 Hurricane Matthew	33,661
Flagler County, Florida	2016 Hurricane Matthew	15,151
City of Port Orange, Florida	2016 Hurricane Matthew	6,098
City of Myrtle Beach, South Carolina	2016 Hurricane Matthew	4,076
Lake County, California	2015 Valley Wildfire	7,544
Calaveras County, California	2015 Wildfire	8,158
City of Augusta, Georgia	2014 Winter Storm Pax	26,800
City of Rapid City, South Dakota	2013 Ice Storm	8,000
City of Sioux Falls, South Dakota	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County, Virginia	2011 Hurricane Irene	15,500
Texas Department of Transportation	2011 Texas Drought and Wildfires	5,800
City of Raleigh, North Carolina	2011 Tornado	7,500
Arkansas Game and Fish Commission	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
Terrebonne Parish, Louisiana	2008 Hurricane Gustav	14,500
City of Norman, Oklahoma	2007 Midwest Ice Storm	26,800
Greene County, Missouri	2007 Midwest Snow Storm	53,900
Genesee County, New York	2006 Ice Storm	9,100
Town of Amherst, New York	2006 Ice Storm	32,700
City of Fort Lauderdale, Florida	2005 Hurricane Wilma	20,400
Santa Rosa County, Florida	2005 Hurricane Dennis	13,700
Escambia County, Florida	2004 Hurricane Ivan	15,100

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Asbestos Containing Material Management

Through our team's years of demolition experience, including our previous engagements in Iowa following the 2008 flood, our team of experts has developed best management practices for documenting and monitoring work related to Asbestos Containing Material (ACM). Tetra Tech's best management practices for ACM collection, remediation, and disposal meet state and local regulatory agency requirements. Tetra Tech will collect and catalog all pertinent information related to the ACM content, or lack thereof, for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify County officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket.

Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. ***This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.*** For more information on our data management, please see please see **Section 2: Project Understanding/Approach.**

Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the County. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see **Section 2: Project Understanding/Approach.**

FEMA Appeal Assistance and Support

Our staff has an outstanding track record of getting our clients reimbursed, with more than 200 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

Furthermore, **due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them during FEMA/OIG audits and support them during FEMA appeals even when we have had no involvement with the applicant during the recovery period.** Our team of recovery experts is currently working with the Port of Galveston, Texas, to close out Hurricane Ike-related projects. To date, we have been able to identify and capture over $80 million in previously unidentified or deobligated funding.

Corporate Code of Conduct

For over 50 years of business, one thing has remained constant at Tetra Tech — our commitment to integrity and ethical business practices. Tetra Tech maintains business practice standards that command the respect of everyone with whom the Company conducts business. These standards are intended to protect the Company's reputation, the quality of its products and services, and the best interests of its clients, shareholders, and employees.

The dedication by Tetra Tech and all employees to this Corporate Code of Conduct ("Code") demonstrates our commitment to ascribe to the highest standards of ethical conduct in the pursuit of the Company's business. This Code articulates Tetra Tech's basic policy that all employees and nonemployee directors must conduct the Company's business throughout the world in accordance with such principles. The Code outlines policies regarding health and safety, non-discrimination and sexual harassment, conflicts of interest, conducting business globally, and many others.

The Company has designated Tetra Tech's General Counsel to serve as the Company's Chief Compliance Officer. The Chief Compliance Officer, with assistance from locally-designated compliance representatives where appropriate, is responsible for administering and overseeing the compliance process and reporting channels of this Code. *Tetra Tech's code of conduct can be made available upon request.*

Terminated Contracts

Tetra Tech confirms that we have not had any contracts in default or terminated for debris monitoring services in the last 10 years.

Equipment

See **Section 3: Ability of Personnel & Experience**

Staff Training, Experience, & Certifications

See **Section 3: Ability of Personnel & Experience**

Current & Projected Workload

Capabilities

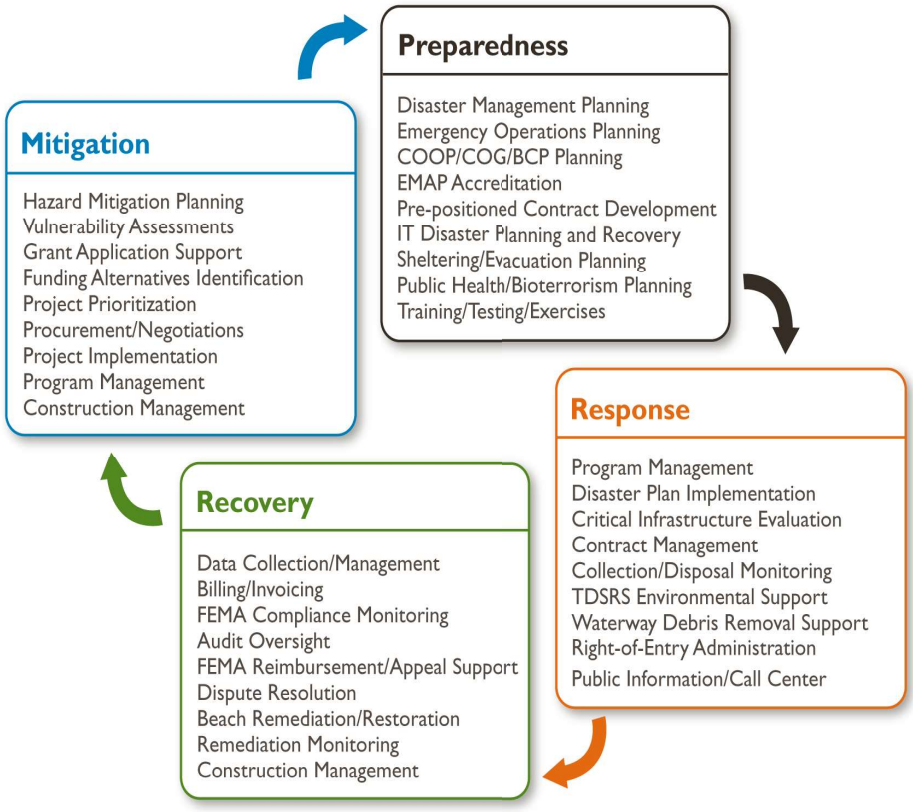
Full-Service Emergency Management Capabilities

In addition to providing debris monitoring services, Tetra Tech provides comprehensive preparedness, response, recovery, and mitigation services. Tetra Tech is one of the nation's leading providers of end-to-end services in disaster preparedness, emergency management, and post-event response and recovery. Dedicated to helping governments plan for and recover from natural and human-caused disasters, Tetra Tech offers a field-tested and proven methodology for emergency readiness, preparedness planning, and disaster recovery. Tetra Tech would like to add that we would be willing and able to assist the County with any of these additional services, should the County require them.

We know how the various facets of emergency preparedness and operations management intertwine to affect response and recovery efforts. Our extensive hands-on response and recovery experience allows us to help develop more effective, operationally sound preparedness initiatives. Likewise, our preparedness experience demonstrates our understanding of the intricacies of disaster response and our ability to help our clients facilitate an efficient and speedy recovery. Our experience across all phases of the emergency management cycle cultivates our unique understanding of the organized chaos of an effective response and recovery which is valuable in all of the emergency management services that we provide.

Exhibit 5-1 shows the range of Tetra Tech's emergency management capabilities in each phase.

Exhibit 5-1: Range of Tetra Tech Emergency Management Capabilities



Value Added Services Provided at No Cost

Tetra Tech's commitment to our clients begins with value added pre-disaster training and coordination to ensure that we provide the best available end-to-end response and recovery program management services should we be called upon in the event of a future disaster. After contract award, Tetra Tech will provide the following services at no cost to the County:

- Review of open Project Worksheets (PW's) from previous open disasters;
- Annual coordination meeting with City stakeholders and debris removal contractors;
- 1-Day FEMA Public Assistance (PA) orientation and training or "table-top" exercise for County staff;
- Review and comment on the County's Disaster Debris Management Plan
- Review of existing Debris Managements Sites (DMS) and selection criteria;
- Review/update of the County's GIS Center line data;
- Annual updates regarding FEMA and other agency policy changes; and
- Review of local ordinances and code(s) related to County debris removal operations.

Current Workload & Ability to Respond

Ability to Manage Multiple Florida Activations

Tetra Tech understands it is critical that the County partners with a trusted contractor who will respond immediately and provide high-quality services throughout the engagement. Tetra Tech staff members have experience in large-scale rapid deployments and have personally hired and deployed thousands of emergency response personnel collectively for more than 65 disasters. In all cases, Tetra Tech helped maximize the available reimbursement for eligible work performed.

Our experience successfully managing multiple disaster response and recovery operations in Florida will help the County execute a safe and quick response and restore its normal operations as quickly as possible. Our staff of industry experts has applied the necessary project controls to efficiently document and complete field work and has provided follow-up support, including appeal development and closeout audit support months and, in some cases, years following the completion of field work.

DISASTERS AND SIMULTANEOUS CONTRACTS

- *Hurricane Michael: 13*
- *Hurricane Florence: 12*
- *Hurricane Irma: 58*
- *Hurricane Harvey: 31*
- *Hurricane Matthew: 35*
- *Winter Storm Pax: 7*
- *Hurricane Sandy: 13*
- *Hurricane Isaac: 5*
- *Winter Storm Alfred: 19*
- *Hurricane Irene: 22*
- *Hurricane Ike: 80*

Although Tetra Tech has multiple clients in Florida, Tetra Tech can assure the County that we have the staff and resources to respond to multiple activations should the State of Florida be impacted by a hurricane, as proven by our team's past performance under similar circumstances. *Tetra Tech is committed to providing the County with a dedicated Project Management Team that will treat our engagement with the County as if it is the firm's only engagement.*

Current Workload

Tetra Tech takes great pride in the reliability and high quality of our services. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or the type of disaster. To successfully manage multiple contracts, Tetra Tech reviews its projected workload and assesses the firm's staffing requirements on a continuous basis to make sure we can provide responsive services to all our clients. Tetra Tech is currently engaged in activations for the following projects/clients related to disaster recovery services:

Exhibit 5-2: Current Workload

Customer Name	Project Name	Projected End Date
Albany, City of, GA	FEMA Public Assistance Hurricane Michael	Apr-2020
Bay County, FL	Debris Monitoring Services PPDR Hurricane Michael	May-2020
Brazoria County, TX	Disaster Debris Management Plan	Jul-2020
Brevard County, FL	FEMA Public Assistance Hurricane Irma	Sep-2020
Callaway, City of, FL	FEMA Public Assistance Hurricane Michael	Oct-2020
Charleston, City of, SC	HMGP Grant Management	Apr-2020
Culver City, City of, CA	Disaster Debris Management Plan	Sep-2020
Dougherty County, GA	FEMA Public Assistance Hurricane Michael	Jun-2020
Government of Puerto Rico, Department of Housing	CDBG-DR Environmental Consulting Hurricane Irma/Maria	Aug-2020
Government of Puerto Rico/IEM	FEMA Public Assistance Hurricane Irma/Maria	Jun-2020
Harris County, TX	Environmental Review Hurricane Harvey	Aug-2020
Harris County, TX	CDBG-DR Program Management Hurricane Harvey	Oct-2020
Houston, City of, TX	Debris Monitoring Services Silt Removal Hurricane Harvey	Mar-2020
Houston, City of, TX	FEMA Public Assistance Hurricane Harvey	Sep-2020
Lake County, CA	Insurance Cost Recovery Valley Fire	Nov-2020
Lexington County, SC	CDBG-DR Planning and Implementation	Mar-2020
Lexington County, SC	CDBG-DR Mitigation Consulting	Mar-2022
Lynn Haven, City of, FL	HMGP Financial Recovery/Grant Administration Hurricane Michael	Apr-2020
Metropolitan Government of Nashville and Davidson County, TN	Debris Monitoring Services 2020 Severe Storm and Tornado	Mar-2020
Miami, City of, FL	FEMA Public Assistance and Appeal Hurricane Irma	May-2020
Montgomery County, MD	Disaster Debris Management Plan	May-2020
Oregon METRO	Disaster Debris Management Plan	Jun-2020
Port of Corpus Christi Authority, TX	FEMA Public Assistance Hurricane Harvey	Jun-2020
Springfield, City of, FL	Debris Monitoring Services NRCS Hurricane Michael	May-2020

State of CA, Department of CalRecycle	Carr Fire - Debris Management Services	May-2020
State of CA, Department of CalRecycle	Camp Fire - Debris Management Services	Jun-2020
State of CA, Department of CalRecycle	Mendocino Fire - Debris Management Services	Jun-2020
State of Louisiana, GOHSEP	Technical Assistance for Stafford Act - Public Assistance Programs	Feb-2021
Ventura County, CA	Insurance Cost Recovery Woolsey-Hill Fire	Dec-2020
Virgin Islands Housing Finance Authority	CDBG Action Plan Hurricane Irma Maria	Apr-2020
Volusia County, FL	FEMA Public Assistance Hurricane Dorian	Aug-2020

Disaster-Related Pre-Event Contracts

Exhibit 5-3 below lists Tetra Tech's current contractual obligations for debris monitoring services for counties within the State of Florida. Tetra Tech can provide additional information to the County upon request under a separate cover.

Exhibit 5-3: Listing of Pre-Positioned Contracts with Counties in the State of Florida

CONFIDENTIAL

Client Name	Client Name	Client Name
Broward, County of	Lake County	Osceola County
Charlotte County	Marion County	Pinellas County
Collier County	Miami-Dade County	Polk County
Flagler County	Monroe County	Sarasota County
Franklin County	Nassau County	Seminole County
Highlands County	Okaloosa County	St. Johns County
Hillsborough County	Orange County	Wakulla County

References

Similar to the services being requested by the County, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County.

TETRA TECH

Disaster Debris Program Management
Brevard County, FL

CLIENT

Brevard County

LOCATION

Florida

DURATION

September 2017 – March 2018

October 2016–January 2017

PROJECT SIZE

653,953 CY – Hurricane Irma

820,779 CY – Hurricane Matthew

COST

$1,292,085 - Hurricane Irma

$1,728,431– Hurricane Matthew

REFERENCES

Euripides Rodriguez, Solid Waste Director, Brevard County

2725 Judge Fran Jamieson Way, Bldg. A, Suite 118
Viera, FL 32940

P. (321) 633-2042

Euripides.rodriguez@brevardfl.gov

PROJECT DESCRIPTION

On October 7, 2016, Hurricane Matthew slammed into Florida's Atlantic Coast as a Category 3 hurricane with wind gusts of 120 mph. The eyewall of Hurricane Matthew grazed along the coast of Cape Canaveral, preventing more severe damage from impacting Brevard County. Tetra Tech was retained by the County in 2014 under a pre-positioned debris monitoring contract. Upon notice to proceed, the Tetra Tech team responded in the immediate aftermath of Hurricane Matthew and performed initial debris survey estimates across the County. Our team hired and trained as nearly 70 monitors who certified approximately 20,000 loads of debris. In total, our team documented and managed the removal, reduction, and disposal of over 800,000 cubic yards of debris following Hurricane Matthew.

Less than a year after being impacted by Hurricane Matthew, Brevard County was again hit by Hurricane Irma. Tetra Tech quickly provided staff that had previously worked with the County on their Hurricane Matthew project, resulting in a smooth and efficient start to project operations. Over the course of the Hurricane Irma debris removal project, Tetra Tech monitored the collection of over 17,000 loads constituting nearly 654,000 cubic yards of debris. At peak operations, there were 55 monitors working in the field.

Working closely with the County on both projects, our team assisted with collection monitoring, disposal monitoring, truck certification, and FEMA reimbursement reporting for two debris removal contractors who split the work between the north and south ends of the county. The collection included not only unincorporated Brevard County but also 10 cities that signed interlocal agreements with the County for management of their debris operations.

Our project management team also provided data management consultation services. Throughout the project, Tetra Tech staff participated in daily meetings with the client to keep them informed and up-to-date on project operations. Staff also provided project stats and plans to help the County with their public information updates in order to keep County residents informed. Collection and disposal monitoring for this project involved construction and demolition (C&D) as well as vegetative debris and included six debris management sites across the County.

TETRA TECH

Disaster Debris Monitoring Services
Broward County, FL

CLIENT

Broward County

LOCATION

Florida

DURATION

September 2017 – September 2018

PROJECT SIZE

840,000 CY

COST

$971,000

REFERENCES

Jeff Turpin, Assistant Director, Waste and Recycling Services
Broward County, FL
115 South Andrews Avenue
Fort Lauderdale, FL 33301
P. (954) 474-1849
jturpin@broward.org

PROJECT DESCRIPTION

Over the years, our team has worked closely with Broward County, Florida (County) to support their debris management planning efforts and has worked to develop a strong relationship that allowed for a quick response when the County was impacted by Hurricane Irma in September 2017.

Tetra Tech provided comprehensive collection and disposal monitoring activities, including on-site project management assistance to participate in the County's Debris Management Center and formulate a plan for the County's long-term recovery.

Tetra Tech project managers also helped coordinate logistics to help ensure an organized approach as in addition to County unincorporated area and facility collection, the County accepted disaster debris from any municipality with an inter-local agreement at the County run temporary debris management sites. The Tetra Tech data management team worked to help the County gather the data to bill each municipality for their use of the debris management sites based on in-bound cubic yardage as well as compiling the data to provide each end-user with an allocation of their proportionate share of haul-out and disposal costs.

All together Tetra Tech monitored over 840,000 cubic yards of debris being hauled into three regional debris management sites by 18 different municipalities and county agencies.

TETRA TECH

Pre-Disaster Planning and Debris Monitoring
Sarasota County, FL

CLIENT

Sarasota County

LOCATION

Florida

DURATION

July 2017 – April 2018

PROJECT SIZE

288,000 CY

REFERENCES

Lois Rose, Manager, Landfill Operations

Sarasota County Public Utilities

4000 Knights Trail Road, Nokomis, FL 34275

P. 941-861-1589

lerose@scgov.net

PROJECT DESCRIPTION

Sarasota County is on Florida's West Coast and home to approximately 390,000 permanent residents. Given its position on the Gulf of Mexico, the County understands the need to be ready for potential storms and disaster events.

Sarasota County has a long-term standby contract with Tetra Tech to provide post-disaster services in the event of a hurricane or other disaster. In summer of 2017, the County retained our services to provide an assessment of the county's readiness to respond and to conduct a tabletop exercise with County staff. The goal of the exercise was to help the County better respond to and recover from incidents and provide a coordinated response blueprint for the County and their private sector partners. To help Sarasota County quickly recover from a debris-generating event, the evaluation and exercise focused on pre-event preparations during times of normalcy, operations immediately prior to a known threat, operations following the disaster, and demobilization and closeout following completion of debris removal efforts.

Less than one month after the exercise was delivered, the County was impacted by Hurricane Irma and activated its standby contract with Tetra Tech for debris monitoring and implementation of pre-developed plans. Tetra Tech mobilized 60 staff members to monitor the County's two debris removal contractors. Ultimately, Tetra Tech documented nearly 10,000 loads of debris totaling over 288,000 CYs of disaster-generated debris. Tetra Tech also provided contractor invoice reconciliation and data management support for the County and assisted with FEMA reimbursement documentation.

PROPOSED PRICE
Provide the cost for services, hourly rates and total cost for related hours for each position.

FEE SCHEDULE FORM RFP 20-016

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

Proposal Submittal Form (cont.)
LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS

ITEM	REQUIRED POSITIONS		HOURLY RATE	EST. HOURS*		TOTAL
1	Project Manager	$	78.00	3,000	$	234,000.00
2	Operations Manager	$	64.00	3,000	$	192,000.00
3	FEMA Coordinator	$	95.00	2,000	$	190,000.00
4	Scheduler/Expediter	$	35.00	500	$	17,500.00
5	GIS Analyst	$	50.00	100	$	5,000.00
6	Computer Analyst	$	58.00	100	$	5,800.00
7	Field Supervisors	$	45.00	10,000	$	450,000.00
8	Disaster Debris Management Site/Tower Monitors	$	36.00	20,000	$	720,000.00
9	Environmental Specialist	$	55.00	250	$	13,750.00
10	Project Inspectors (Citizen Site Monitors)	$	32.00	5,000	$	160,000.00
11	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	$	0.00	5,000	$	-
12	Billing/Invoice Analysts	$	45.00	2,500	$	112,500.00
13	Administrative Assistants	$	34.00	2,500	$	85,000.00
14	Field Monitors/Field Debris Code Monitors	$	36.00	30,000	$	1,080,000.00
	TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14)				$	3,265,550.00

*These hours are intended to represent the actual contract amount, but are an estimated representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Proposal Form (cont.)

LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

	ADDITIONAL POSITIONS		**HOURLY RATE**
15	None	$	
16		$	
17		$	
18		$	
19		$	
20		$	
21		$	
22		$	
23		$	
24		$	
25		$	
26		$	
27		$	

Proposal Form (cont.)

Submitted on: 1-Apr 20 20

Signature:
Proposer's Authorized Representative

Printed Name: Jonathan Burgiel

Title: Business Unit President

Litigation History

Tetra Tech is a large corporation and as such is subject to normal business proceedings and judicial actions that a company of its size encounters in the regular course of business. Tetra Tech handles these actions expeditiously and possesses the financial resources and insurance coverage appropriate for its business.

In regard to disaster debris monitoring, Tetra Tech certifies that it has:

- no current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris monitoring services;
- no pending lawsuits related to disaster debris monitoring services; and
- no judgements from lawsuits related to disaster debris monitoring services within the last five (5) years.

Exhibit C (Referenced as Exhibit “A” within RFP 20-016)

FEDERAL CONTRACT COMPIANCE REQUIREMENTS

(In addition to the **General Conditions**)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, the Contractor, Subcontractor, subrecipient (all referred to as CONTRACTOR below) shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4):

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.*
2. *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.*
3. *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.*
4. *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.*
5. *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.*
6. *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.*
7. *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.*
8. *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. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

This regulation is not applicable for debris removal. For construction this is applicable to the Prime Contractor, Subcontractor and Subrecipients for construction contracts in excess of $2,000. All Contractors, Subcontractors or Subrecipients shall pay wages to laborers and mechanics at a rate not less than those in the latest Dept of Labor Regulations Wage Rate Table(s) as made by the Secretary of Labor as specified in the Davis-Bacon Act (40 U.S.C. 3141-3148). CONTRACTOR shall pay wages not less than once per week. For a definition of "construction" see 48 CFR 2.101.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Not applicable to this Contract; 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.*

D. 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.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) 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.

F. 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).

G. 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.

H. 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 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirement 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.

I. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

a. Highlands County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County's M/WBE ordinance and program do not apply to this solicitation.

b. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

c. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR§200.321 (or 45 C.F.R. §75.330 for Health and

Human Services funds) Requirements". The affidavit shall be notarized for this bid to be responsive.

d. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
    1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
    2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
    3. Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

e. **Failure to submit an executed and notarized "Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements" and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**

f. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).

g. If you have additional questions pertaining to this requirement contact 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.

J. 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).

K. 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.

L. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

End of Exhibit C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **W. Kyle Green, Road and Bridge Director**

SUBJECT/TITLE: **Request approval of the contract for ITB 20-031 between Excavation Point Inc. and Highlands County for Asphalt Milling.**

STATEMENT OF ISSUE

Attached for your approval is the contract for ITB 20-031 between Excavation Point Inc. and Highlands County for Asphalt Milling and Resurfacing. This award went to a local Vendor who chose to match the non-local low bid with a $8,402.45 reduction in price. The proposed construction consists of milling approximately 168,049 square yards of roadway and hauling all material to the Highlands County asphalt plant. The contract terms stipulate that all work will be substantially completed within three hundred (300) days and completed and ready for final payment within three hundred and thirty (330) days after the date when the contract times commence to run. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved contract documents. The Project Manager is Highlands County Road and Bridge Road Construction Inspector Jonathan Harrison, or other individual, as may be designated by the Highlands County Road and Bridge Director.

RECOMMENDED ACTION

Move to approve the contract for ITB 20-031 between Excavation Point Inc. and Highlands County for Asphalt Milling.

FISCAL IMPACT

No additional fiscal impact to Infrastructure Surtax (Fund 151). The contract amount of $235,268.60 was previously approved as part of the resurfacing budget.

Attachments: Draft AGREEMENT 20-031.docx
20-031 Intent to Award fv.pdf

AGREEMENT
ASHALT MILLING – VARIOUS ROADWAYS

THIS AGREEMENT made this _____ day of _____ 20___, by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter called "Owner") and Excavation Point Inc. (hereinafter called "Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall provide all labor, materials, and equipment to accomplish milling approximately 168,049 square yards of various roadways at an average depth of 1.5 inches.

The principal features, as defined above, are not intended to cover every aspect of the Project details. Contractor shall be responsible for reviewing the Contract Documents to determine the full scope of the Work and specific requirements of the Project, which include familiarity and compliance with all Laws and Regulations.

Article 2. PROJECT MANAGER

2.1 The County Project Manager is Jonathan Harrison, Project Manager for Highlands County Road & Bridge Department, Highlands County Board of County Commissioners.

Article 3. CONTRACT TIMES

3.1 Contractor agrees that the Work will be substantially complete within three hundred (300) days and completed and ready for final payment within three hundred thirty (330) days after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirtieth (30th) 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.

3.2 Liquidated Damages:

3.2.1 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 of this Article. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the original Contract Price stated in Article 4 of this Agreement, the average construction, engineering, and inspection costs experienced by Owner, and anticipated costs of project-related delays and inconveniences to Owner and the public. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 of this Article until the Work is completed and ready for final payment. Liquidated damages shall be deducted by Owner from any balance due Contractor or, if the balance due Contractor is less than the amount of liquidated damages, Contractor shall pay to

Owner the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to Contractor.

3.2.2 Owner does not waive its right to liquidated damages due under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

3.2.3 In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

3.2.4 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to pandemics (such as the Covid-19), epidemics, fires, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

If additional time is required due to delays caused as a result of any of the above-stated events, the Contractor shall notify the County, in writing, of the delays caused and the source of the delay whether it be an interruption in the supply line, local, state or federal stay-in-place orders, interruptions in the workforce, or for any other reason. In its written notice to the County, the Contractor shall give an estimate of the expected length of the delay. Upon receipt of the written notice the County shall not unreasonably withhold the granting of an extension of the completion date to the Contractor. The extension shall be for a period long enough to allow Contractor to resume normal operations from the delays caused the event.

No price escalation will be allowed. The Contractor must take reasonable preventative steps to limit any risk to its employees, subcontractors and the public as it relates to this project. Those precautions include increased sanitation, health safety equipment as may be required for workers, quarantine protocols as may be required, remote work capabilities, policies on travelling and compliance with any guidance from public health officials.

Article 4. CONTRACT PRICE

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 4.1 below:

4.1 For all Work as listed on the Bid Form and described in the Specifications attached hereto as Exhibit "A" and included herein by this reference, an amount for the first year of:

Two Hundred Thirty-Five Thousand Two Hundred Sixty Eight Dollars and Sixty Cents
(USE WORDS)

$235,268.60
(USE FIGURES)

Contractor has included all costs in the Contract Price and shall cause the Work to be completed for the Contract Price. The Contract Price shall be reduced in the manner described in SC-7.09 of Section 00800 of the Supplementary Conditions of this Agreement.

Article 5. PAYMENT PROCEDURES

5.1 Deliverables must be received and accepted in writing by the Architect/Engineer prior to reimbursements. Supporting documentation with the invoices must establish that the deliverables were received and accepted in writing by the Architect/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.

5.2 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 paragraphs 5.2.A and 5.2.B 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

5.3 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 12 of this Agreement, Contractor may make application for final payment.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the ITB 20-031 Documents, including "technical data."

6.2 Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities). Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports, Drawings and Specifications identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 Contractor has not given Architect/Engineer written notice of any conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and Contractor agrees that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8 Contractor certifies by signing this Agreement that no Commissioner or employee of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors, or anything of monetary value from Contractor or parties to subcontracts. Contractor and Subcontractors shall not pay any gratuities, favors, or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between Owner and Contractor concerning the Work consist of the following:

7.1 This Agreement (pages 00500-1 to 00500-10, inclusive).

7.2 The Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition).

7.3 ITB 20-031 Section 00800 Supplementary Conditions to EJCDC C-700 (2013 Edition).

7.4 ITB 20-031 Work Specifications

7.5 Except as expressly otherwise noted in this paragraph and paragraph 7.7 of this Article, there are no Contract Documents other than those listed in paragraphs 7.1 through 7.5 of this Article. In the event of a conflict the provisions of the order of precedence shall be this Agreement, followed by the Supplementary Conditions, followed by EJCDC C-700 (2013 Edition). The Contract Documents may only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

(a) Written Amendment signed by both parties
(b) Change Order signed by both parties
(c) Work Change Directive signed by both parties

7.6 The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

(a) A Field Order issued by the Project Manager

Article 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent of an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

8.5 Contractor certifies by signing this Agreement that no Commissioner or employee of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor, Subcontractors, and Suppliers shall not pay any gratuities, favors, or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.

8.6 No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, any state agency, Owner or Owner's elected officials, employees or agents.

8.7 By entering into this Agreement, Contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Owner shall be given "first priority" for all goods and services under this Agreement. Contractor agrees to provide all goods and services to Owner during and after the emergency at the terms, conditions, and prices as provided in this Agreement on a "first priority" basis. Contractor shall furnish a twenty-four (24) hour phone number to Owner in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute a breach of Contract and make Contractor subject to sanctions from doing further business with Owner. For purposes of this paragraph, the term "first priority" means priority over all other contracts and agreements between Contractor and any person or entity other than Owner and requires Contractor to deliver the goods and services described in this Agreement to Owner prior to providing those goods and services to any other person or entity during and after the emergency.

8.8 Owner shall not be obligated or liable hereunder to any person, organization or entity other than Contractor. No provision in this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person, organization or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the Owner and/or Contractor.

8.9 In no event shall the making by Owner of any payment to Contractor constitute or be construed as a waiver by Owner of any breach of covenant or any default which may then exist, on the part of Contractor, and the making of such payment by Owner while any such breach or default exists shall in no way impair or prejudice any right or remedy available to Owner with respect to such breach or default.

8.10 No waiver by either Contractor or Owner with respect to any breach or default of or with respect to any provisions or conditions of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be

discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

8.11 This Agreement, including exhibits and amendments, and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort, or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of the Contract Documents shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

8.12 Owner is an Equal Employment Opportunity ("EEO") employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, Contractor or anyone under its employ shall comply with all applicable Laws and Regulations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new Laws and Regulations.

8.13 Contractor may only subcontract a portion of the Work to a Subcontractor or Subcontractors approved in advance, in writing by Architect/Engineer.

8.14 This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed and accepted and payment made by Owner or terminated in accordance with Article 16 of Section 00700 Standard General Conditions of the Construction Contract as modified in Section 00800 Supplementary Conditions of the Contract Documents.

8.15 Contractor shall be responsible for all quality control testing requirements.

8.16 In the event there is a discrepancy between the language of another section of this Agreement and the Contract Documents, the requirements this Agreement shall govern.

Article 9. INDEMNIFICATION

The CONTRACTOR shall, in addition to any other obligation to indemnify the OWNER and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the OWNER, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this CONTRACT or work performed under or related to this CONTRACT, unless caused by the sole negligence of the OWNER, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the OWNER to enforce this Indemnification shall be borne by the CONTRACTOR. This Indemnification shall also cover all claims brought against the OWNER, its elected officials, employees, agents, or volunteers by any employee of the CONTRACTOR, any sub-proposer, or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this Indemnification shall

not be limited in any way to the agreed upon contract price as shown in this CONTRACT or the CONTRACTOR'S limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this CONTRACT, or in the event of termination of this CONTRACT for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

Article 10 EMPLOYMENT ELIGIBILITY VERIFICATION

10.1 Definitions. As used in this Article:

10.1.1 Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee.

(a) Normally performs support work, such as indirect or overhead functions; and
(b) Does not perform any substantial duties applicable to the Agreement.

10.1.2 Subcontract means any contract entered into by a Subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

10.1.3 Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.

10.1.4 United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

10.2 Enrollment and verification requirements.

10.2.1 Contractor must be enrolled in E-Verify at time of Contract award, and Contractor shall use E- Verify to initiate verification of employment eligibility of

(a) All new employees.

(1) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of Contractor, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(2) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(b) Employees assigned to this Agreement. For each employee assigned to this Agreement, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of Contract award or within thirty (30) calendar days after assignment to

this Agreement, whichever date is later.

10.2.2 Contractor shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

10.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: http://www.uscis.gov.

10.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E- Verify program.

10.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (10.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

Article 11. Notices and designated contact person

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:
Highlands County Board of County Commissioners
Road and Bridge Department
4344 George Blvd
Sebring, FL 33875
Attn: Jonathan Harrison, Project Manager

To Contractor:
Excavation Point Inc.
7944 S. George Blvd.
Sebring, FL 33875

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Jonathan Harrison, Project Manager

The Contractor: _____

Article 12. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a

certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

Article 13. PUBLIC RECORDS COMPLIANCE

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

13.1 Keep and maintain public records required by the County to perform the services.

13.2 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCrecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, but all of which constitute the same Agreement, in the year and day first shown and mentioned.

OWNER: **HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

_____
William R. Handley, Chairman

ATTEST:

_____
Robert W. Germaine, Clerk

[SEAL]

Address for giving notices:
600 S. Commerce Avenue
Sebring, Florida 33870

CONTRACTOR:
Excavation Point Inc.
A Florida Corporation

_____

Print Name: _____

Print Title: _____

ATTEST:

By: _____

Print Name: _____

Print Title: _____

Address for giving notices:
7944 S. George Blvd
Sebring, Florida 33875

[CORPORATE SEAL]

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

NOTICE OF INTENT TO AWARD
ITB 20-031
Asphalt Milling - Various Roadways

	LOCAL VENDOR	BASE BID **TOTAL**	ALTERNATE **#1**	**RANK**
Pavement Mintenance, LLC	NO	$235,268.60	$67,219.60	1
Excavation Point, Inc.	YES	~~$243671.05~~ $235,268.60	$82,344.01	1
Cheyenne Associates, LLC	NO	$441,968.87	$179,943.01	*

* non responsive

Local Preference was used to award this project; Excavation Point, Inc matched the lowest non-local bidders price.

Recommended Award is to the Local Bidder that matched the lowest bid, Excavation Point, Inc. for the Base Bid amount of $235,268.60.

Notice of Intent to Award is posted to www.Highlandsfl.gov at _1:10_____ P.M. on ____June 29, 2020____.

End of protest period: 4 P.M. on _____Thursday, July 2, 2020_____.

FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 24 OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PURCHASING MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE PURCHASING DIVISION ANDON THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE (WWW.HIGHLANDSFL.GOV) AND MAY BE OBTAINED FROM THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DIVISION.

Christine Davis Digitally signed by Christine Davis Date: 2020.06.29 13:01:25 -04'00'

Christine Davis, Purchasing Manager Date

Jonathan Harrison 06/29/2020

Jonathan Harrison, Road & Bridge Project Manager Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Luzed Cruz, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request approval of the Florida Network of Children's Advocacy Center State Funding Allocation Subcontract.**

STATEMENT OF ISSUE

The Children's Advocacy Center (CAC), is a nationally accredited member of the state chapter of the Florida Network of Children's Advocacy Centers and is eligible for state funding for the provision of direct services to investigate and treat victims of child abuse. The funding is currently allocated to the provision of case management, forensic interviews and specialized interviews in partnership with the Children's Home Society via a contracted employee housed at the CAC, for the direct service of the CAC Victim Advocates, for training of staff and Multidisciplinary Team partners, and also supplies needed for continuation of care.

RECOMMENDED ACTION

Move to approve the Florida Network of Children's Advocacy Center State Funding Allocation Subcontract.

FISCAL IMPACT

Increase to the Fund 005 (General) Cost Center 3995, $40,674.08.

Attachments: Please_DocuSign_CAC23_Highlands_Contract_20.pdf

DocuSign Envelope ID: 83E66FCC-6BEF-42A1-9EBC-FBF3DC5A1612

CFSA No. **41.031**

☒ Client ☐ Non-Client

FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS
STANDARD SUBCONTRACT

THIS CONTRACT is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the *Network*, and Highlands County, a Political Subdivision of the State of Florida, hereinafter referred to as the *Provider*. The number assigned to this subcontract is 19/20-GR-CAC23

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this subcontract as specified in Section III, Paragraph A, of this subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The Network may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the Provider in conjunction with this subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

   This subcontract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the subcontract.

2. Federal Law

a. If this subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this subcontract contains federal funds and is over $100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Network.

c. If this subcontract contains federal funding in excess of $100,000, the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.

d. Not to employ unauthorized aliens. The Network shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this subcontract by the Network. The Provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https//e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the subcontract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60. The Provider will comply with all federal, state, local laws and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

g. If the Provider is determined to be a sub-recipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed SAM registration) to the contract manager. To obtain registration and instructions, visit http://fedgov.dnb.com/webform and https://www.sam.gov.

D. Audits, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Network under this subcontract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this subcontract for a period of seven (7) years after termination of the subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.

3. Upon completion or termination of the subcontract and at the request of the Network, the Provider will cooperate with the Network to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Network.
5. Persons duly authorized by the Network and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Network as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this subcontract indicates that the Provider is a recipient or sub-recipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
   Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this subcontract which evidences that expenditures are:
   1) allowable under the subcontract and applicable laws, rules and regulations.
   2) reasonable; and
   3) necessary in order for the recipient or subrecipient to fulfill its obligations under this subcontract.
   The aforementioned documentation is subject to review by the Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Network

1. To permit persons duly authorized by the Network to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this subcontract, and interview any clients and employees of the Provider to assure the Network of satisfactory performance of the terms and conditions of this subcontract. Following such evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of this subcontract. The Provider will correct all noted deficiencies identified by the Network within the specified period of time set forth in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Network, result in any one or any combination of the following: (1) the Provider being deemed in breach or default of this subcontract; (2) the withholding of payments to the Provider by the Network; and (3) the termination of this subcontract for cause.

2. The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.

3. The PROVIDER will return to the AGENCY any overpayments made to the PROVIDER stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Agreement. If the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER will immediately return to the AGENCY such overpayment without prior notification from the AGENCY. If the AGENCY discovers that an overpayment has been made, the Contract Manager, on behalf of the AGENCY, will notify the PROVIDER and the PROVIDER will forthwith return the funds to the AGENCY. Should the PROVIDER fail to immediately reimburse the AGENCY for any overpayment, the PROVIDER will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the PROVIDER's initial receipt of funds up to the date of reimbursement of the overpayment funds to the AGENCY.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Network and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this

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subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify within seven (7) days after such notice by the Network is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Network. The Network's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this subcontract and any renewal(s) and extension(s) of it. Upon execution of this subcontract, unless it is a state agency or subdivision as defined by §768.28, FS, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this subcontract. Upon the execution of this subcontract, the Provider shall furnish the Network written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Network reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this subcontract to another party nor subcontract for any of the work contemplated under this subcontract without prior written approval of the Network, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Network permits the Provider to subcontract all or part of the work contemplated under this subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Network shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. The State of Florida shall always be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Network in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Network any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this subcontract that were disbursed to the Provider by the Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment within 40 calendar days without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Florida Network of Children's Advocacy Centers (FNCAC).

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting. In compliance with Chapter 415, FS, an employee of the Provider who knows or has reasonable cause to suspect that a child, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate negative print, television and/or radio coverage will be reported to the Network's Executive Director Cindy Vallely (850) 671-4791 or at executivedirector@fncac.org. The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

Expenditures of state financial assistance must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local government agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended single source purchase. Providing the following information, at a minimum:

- Providers Name
- Title and short description of the commodity or contractual service desired to be purchased
- Contact information for Provider's procurement manager
- Performance and/or design requirements
- Intended single Source
- Price
- Justification for Single Source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate)

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable timeframe.

M. Independent Capacity of the Subcontractor

1. In the performance of this subcontract, it is agreed between the parties that the Provider is an independent contractor and that the Provider is solely liable for the performance of all tasks contemplated by this subcontract, which are not the exclusive responsibility of the Network.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this subcontract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the Network or the State of Florida.
5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Provider.

N. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers or employees are currently on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Network if it or any of its affiliates, subsidiaries, directors, officers or employees are placed on the convicted vendor list maintained pursuant to § 287.133, F.S., the discriminatory vendor list maintained pursuant to § 287.134, F.S., or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Network to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this subcontract are hereby reserved to the State of Florida.
2. The Provider, to the extent permitted by Florida law, shall indemnify and save harmless the Network and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of or improvements to real property.

R. Information Security

The Provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the Provider to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

S. Criminal History Records Checks

1. That FNCAC requires criminal history records check on any Recipient staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the FNCAC. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.

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2. The criminal history records check must be completed in accordance with §§ 394.4572, 408.809 and 435.12, Florida Statutes. A letter certifying that no disqualifying crimes were identified must be submitted to the FNCAC Contract Manager within 30 days. If the Recipient adds additional employees during the term of the Subcontract, the names of those staff, employees or subcontractor staff must be provided to the FNCAC Contract Manager within 7 days of beginning work. The Recipient shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.
3. If any disqualifying crimes are present on the record, the Recipient agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.
4. During the term of the subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee or subcontractor assigned to this Subcontract within one (1) business day of Recipient's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families receiving services funded by this Subcontract and state of federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

T. CONFIDENTIALITY BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

That the Provider is subject to the provisions of 501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to $500,000 for failure to report timely.

U. **TEXT MESSAGING WHILE DRIVING BY SUBCONTRACTORS, AWARD RECIPIENTS, AND SUBRECIPIENTS**

That the provider will follow Florida law on text messaging while driving company-owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Agency.

V. Gifts and Gratuities: The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this agreement, the Parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if an, comply with these provisions.

W. Health Insurance Portability and Accountability Act

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

II. THE NETWORK AGREES:

A. Subcontract Amount

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed $32,425.94 for Children's Advocacy Subcontracted Services and expenses up to a maximum amount not to exceed $11,111.11 for Child Protection Team Subcontracted Services, subject to the availability of funds. The Network and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services and expenses paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

B. Payment:

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

III. THE PROVIDER AND THE NETWORK MUTUALLY AGREE

A. Effective and Ending Dates

This Subcontract shall begin on July 1, 2020 or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and shall end on June 30, 2021.

B. Termination

1. Termination at Will

This Subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this subcontract become unavailable, the Network may terminate the subcontract upon no less than *twenty-four (24) hours* notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Network shall be the final authority as to the availability and adequacy of funds. In the event of termination of this subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Network may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this subcontract. The provisions herein do not limit the Network's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the Network in a manner satisfactory to the Network will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network for cause.

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C. Renegotiation or Modification

Modifications of provisions of this subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the earlier of the end of the Term, the termination of this Agreement pursuant to Article 33 or when the Total Grant Amount has been paid by the Network to the Provider.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (Provider name as shown on page 1 of this subcontract) and mailing address of the official payee to whom the payment shall be made is:

2. The name of the contact person and street address where financial and administrative records are maintained is:

1. The name, address, and telephone number of the contract manager for the Network for this subcontract is:

Gretchen Wild-Story
2940 East Park Avenue Suite 2B
Tallahassee, FL 32301
(850) 629-4370

4. The name, address, and telephone number of the Provider's representative responsible for administration of the program under this Subcontract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing **within 5 days** to the other party and said notification attached to originals of this subcontract.
6. Pursuant to section 215.422 (7), Florida Statutes (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

E. All Terms and Conditions Included

This subcontract and its attachments as referenced, I, II and III and any additional exhibits referenced therein, and any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the subcontract is found to be illegal or unenforceable, the remainder of the subcontract shall remain in full force and effect and such term or provision shall be stricken. This Subcontract is executed and entered into in the state of Florida, and will be construed, performed and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceeding arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the state of Florida in Leon County, Florida.

I have read the above Subcontract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this twenty-Five (25) page subcontract to be executed by their undersigned officials as duly authorized.

PROVIDER: _____

SIGNED BY: _____

NAME: _____

TITLE: _____ **DATE:** _____

Florida Network of Children's Advocacy Centers

SIGNED BY: _____

NAME: **CINDY VALLELY**

TITLE: **EXECUTIVE DIRECTOR** **DATE:** _____

ATTACHMENT I

A. Services to Be Provided

1. Definitions of Terms

a. Contract Manager: An individual designated by the Network to be responsible for the management of this subcontract.

b. OAG funds: General Revenue funds issued from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers.

c. Quarter: A three-month period of the State's fiscal year, which begins on July 1. The quarters for this subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).

d. Track-It! Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService

B. General Description.

a. General Statement. Funds provided under this subcontract shall be used to support and provide community, investigative, legal and social service programs necessary to deliver services to children who are victims of physical and or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or care givers, for the duration of the subcontract period.

b. Major Program Goals.

A. Reduce trauma to the child abuse victim through therapeutic program services.

B. Protect and nurture children by reducing the trauma caused by multiple investigative interviews.

C. Improve collaboration between law enforcement, prosecution, treatment professionals, educators and child protective workers to provide more coordinated services to the children and their families.

D. Enhance the quality of investigations to improve the protection of children and the prosecution of perpetrators.

E. Take an active role to reduce child abuse in the community.

1. Clients to be Served.

a. General Description. All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services.

b. Client Eligibility. Eligibility extends to any children, their families or caregivers that have been the victim of child violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this subcontract must be related to child violence.

c. Client Determinations. In the event of any disputes regarding the eligibility of clients, the determination made by the Network is final and binding on all parties.

d. Subcontract Limits. All services shall be performed during the subcontract period. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1.a. herein.

2. Staff Qualifications: Recipient will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Agreement are screened and trained in accordance with §39.001 (2), Florida Statutes, and meet minimum acceptable qualifications to perform their job

functions. At a minimum, professional staff who deliver direct services must have the following qualifications:

2. 1. **Psychiatrist:** a medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, for at least three (3) years, inclusive of psychiatric residency.

2.2. **Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under§464.0 12, Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.

2.3. **Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statutes, or the provision identified as §490.013(2) in Ch. 81-235, § I, Laws of Florida.

2.4. **Clinical Psychologist:** a psychologist as defined in §490.003(7), Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.

2.5. **Mental Health Counselor (as defined by §490.003, Florida Statutes):** licensure or certification pursuant to §49l.006, §§491.0045-0046, Florida Statutes.

2.6. **Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §§491.045-046, Florida Statutes.

2.7. **Physician:** licensure pursuant to Chapters 458 or 459, Florida Statutes.

2.8. **Physician's Assistant:** licensure pursuant to §458.347 and §459.022, Florida Statutes.

2.9. **Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, who is the child's primary physician.

2.10. **Advanced Registered Nurse Practitioner:** licensure pursuant to §464.012, Florida Statutes, and graduation from a program leading to a master's or doctoral degree in a nursing clinical specialty area with preparation in specialized practitioner skills.

2.11. **Master's Level Students/Interns:** Students or interns who have completed a Master's Degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in 2.3, 2.4, 2.5, or 2.6 above.

2.12. **Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessional s may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

C. Program Areas and Services

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract.

i. Scope of Work. The Provider shall ensure that all services (as described in Attachment I, Section C.1.a.) are provided in Highlands County throughout the subcontract period. All other activities shall support enhanced service delivery.

a. Tasks: The Provider will perform the following tasks throughout the term of the subcontract unless otherwise specified:

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1) Therapy Program Services.
   a) The Provider shall provide Medical Assessments: an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner. Medical Assessments are subject to the provisions of FS 960.28(1).
   b) The Provider shall provide Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.

      1.b)1. Individual Therapy Services: Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.

      1.b)2 Group Therapy Services: Specialized trauma-focused mental health services provided in a group setting to the child victim, designed to meet the unique needs of the children.

      1.b)3. Family Therapy Services: Specialized trauma focused mental health services provided in a group setting designed to meet the unique needs of the child victim and the family members.

      1.b)4 Psychological Evaluation Services: An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.

2) Case Management and Advocacy:

2.1. Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the CAC.

2.2. Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed.

2.3 Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending caregiver.

2.4 Provision of education and access to victims' rights and crime victims' compensation.

2.5 Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, etc.)

2.6 Provisions of referrals for specialized, trauma focused, evidence supported mental health and medical treatment, if not provided at the CAC.

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2.7 Access to transportation to interviews, court, treatment and other case-related meetings.

2.8 Engagement in child and family response regarding participation in the investigation and/or prosecution.

2.9 Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family's concerns are heard and addressed.

2.10 Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody).

2.11 Provision of court education and courthouse/courtroom tours, support and accompaniment.

2.12 Coordinated case management meetings with all individuals providing victim advocacy services.

3) Child Protective Team Services.

1.1 **Forensic interviews:** a developmental and age appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.

1.2 **Specialized Interviews:** an interview conducted for the purpose of gathering clinical data, family functioning, and family history.

1.3 **Medical Assessments:** an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.

4) Using the budget form provided by the Network, the Provider shall prepare a line-item budget to identify anticipated OAG general revenue fund expenditures. The budget shall be submitted to the contract manager for approval by July 3, 2019.

a. Task Limits. All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.

b. The Provider shall remain operational and provide reports for the entire subcontract period, even if the deliverables have been met before the subcontract ending date.

2. Staffing Requirements.

a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for subcontract compliance and who will be the primary point of contact for the Network on progress and work products.

1) The Provider shall submit the job description, resume and any other credentials for all staff funded under this subcontract.

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2) The Provider shall require all staff funded under this subcontract to maintain timesheets to account for their time.

3) The Provider shall notify the Network contract manager within five (5) working days of hiring and/or terminating staff funded under this subcontract. For new hires, notification shall include a resume, Level 2 Background Check and job description.

4) If any information on the Provider Information form changes, the Provider shall submit a revised form within five (5) working days of the change.

5) The Provider shall notify the Network one week *prior* to a change of address and submit a revised Provider Information form within five (5) working days of the change.

b. Professional Qualifications. The Provider will be responsible for the staff affiliated with this subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.

c. Subcontractors. The Provider may, *only* with prior written approval of the Network, enter into written subcontracts for performance under the subcontract. No subcontract agreement that the Provider enters into with respect to performance under the subcontract shall in any way relieve the Provider of any responsibility for performance of its subcontract responsibilities with the Network.

3. Service Location and Equipment.

a. Service Delivery Location. The Provider shall provide services from its established Florida-based office or other off-site location approved by the Network.

b. Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodations and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodations/modifications are: 1) designated parking, 2) ramp access to building, 3) alternative formats available for documents, 4) accessible restroom facilities 5) doors and doorways are accessible and 6) a sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this subcontract.

c. The Provider's physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.

d. Service Times. The Provider's office will be staffed at a minimum from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding state-sanctioned holidays.

e. None of the funds made available pursuant to this subcontract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4. Deliverables.

a. Deliverables. See Section C.1.a.

b. Reports. The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, at its option, may allow additional time within which the Provider may remedy the objections noted or

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after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Network may terminate the subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:

1) Invoice and Monthly Expenditure Report (MER). The Provider shall submit a completed MER form, incorporated herein by reference, to the Network contract manager to verify that funds are: 1) spent on allowable costs, and 2) used to enhance the provision of services and increase the number of victims served. The report shall be due by the 10th day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with subcontract funds only.
2) Monthly Program Service Reports. The Provider shall complete the monthly Program Report form, incorporated herein by reference, by the 10th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this subcontract.
3) General Revenue Personnel Spreadsheet: This form is used to seek reimbursement of allowable personnel expenses as outlined in the approved Network Budget. This form must be included in the invoice and must be submitted by the 10th day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).
4) Actual Expense Report: This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 10th day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).
5) Project Specific Timesheet: Project Specific Timesheets notating the pay period must be used to report time spent on General Revenue grant project. Only salary for time spent on activities related to the General Revenue Grant is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The timesheets must be completed for all staff including Executive Directors who are reimbursed from the General Revenue Grant. Failure to submit the Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors when claiming reimbursement of personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the General Revenue Grant.
6) Daily Vehicle Use Log: This form is used to report mileage for activities related to the General Revenue grant within the organization's local service area. This form **is not** for use when traveling outside the organization's

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service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Directors sign and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.

7) Property Inventory: All property purchased pursuant to Chapter 273, Florida Statutes and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted.

8) Authorization to Incur Travel Expense: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061, Florida Statutes. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.

9) Travel Voucher: Pursuant to Florida Administrative Code Rule 691-42.003, form DFS-AA-15 will be used when requesting reimbursement for travel expenses associated with the General Revenue grant project. The form will be completed by all travelers requesting reimbursement from the General Revenue grant and will be prepared in strict compliance with Section 112.061, Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the General Revenue project and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFS-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly Invoice is Submitted.

10) Program Modifications: The Program Modification Request form is used to request modifications to program deliverables and must be submitted on or before March 31st, for review to allow sufficient time for the program to meet any approved changes.

11) Monthly Deliverables Report: This form is used to provide information on the minimum performance measures required for all General Revenue grant funds and to justify reimbursement. This form must be submitted when the Invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider

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fails to meet the minimum performance measures or provide the required supporting documentation, Financial Consequences will be applied pursuant to Section 215.971(1) (c) Florida Statutes.

12) Other Reports. The Provider shall furnish such other reports and information that the Network may require within the time requested.

c. Records and Documentation.

1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Network harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

2) The Provider shall maintain all records required to be maintained pursuant to the subcontract in such manner as to be accessible by the Network upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

5. Performance Specifications.

1). Monitoring and Evaluation Methodology.

a) By execution of this subcontract the Provider hereby acknowledges and agrees that its performance under the subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Network, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Network will terminate the subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Network.

b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this subcontract.

6. Provider Responsibilities.

a. Provider Unique Activities. The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. By execution of this subcontract the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

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b. Contact Information. The Provider shall submit a Provider Contact Information Form to the Network contract manager with signature pages for execution of this subcontract. Contact information changes must be documented on a revised Provider Information Form and submitted to the Network contract manager within five (5) working days of occurrence. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the subcontract period and respond timely to Network contract manager communications. All emails, voicemail messages, Track-It! work orders and other communications shall reference the subcontract number(s) applicable to the correspondence. **Reference subcontract numbers in the subject line of all emails.**

c. The Provider shall comply with all Provider's policies and procedures, including but not limited to 1) financial management, 2) personnel, 3) board directors' roles and responsibilities, 4) operations, 5) conflict of interest and 6) document retention.

d. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference and maintained by the Provider. Local mileage must be maintained on either a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to funding activities, and date of travel along with the name of the person to be reimbursed.

7. Network Responsibilities.

a. Network Obligations. The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.

b. Network Determinations. The Network has final authority in monitoring, reporting and payment disputes.

D. Submission Schedule.

1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day **previous** to the due date. The due date is the date that the report must be **received** by the Network.

2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network contract manager via Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It! the Provider will provide the subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService

E. Method of Payment

1. Payment Clause.

a. The Network shall pay the Provider for the delivery of service provided in accordance with the terms of this subcontract, subject to the availability of funds.

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b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Network contract manager in accordance with the following schedule. The invoice shall be due each month on the 10th day of the month following the month of service expenses.

c. Any payment due under the terms of this subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network's determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request.

d. The Provider agrees to refund to the Network, any payments made by the Network which are subsequently disallowed pursuant to the terms of the subcontract. Such refunds shall be due within forty (40) days following the end of the subcontract or from the time the overpayment is discovered.

e. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received. If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request

f. Financial Consequences.

If the Provider fails to achieve the deliverables in accordance with the subcontract, the Provider will be assessed a financial consequence in the amount of 3% of the total monthly reimbursement request

1) In the event FNCAC requires a CAP, FNCAC may withhold an amount up to 3% of the Providers monthly reimbursement, depending on the severity of the deficiency and the length of time the Provider proposes to cure the deficiency(ies). If the Provider fails to correct the deficiency(ies) within the time allowed, the Provider will forfeit the withheld amounts as liquidated damages. If the deficiency(ies) are cured by the due date, the withheld amounts will be returned to the Provider.

2) Failure to notify the Network contract manager in writing within five (5) working days of any of the following may result in a 3% invoice penalty; unless the penalty is waived or reduced at the discretion of the Network.

a) subcontract-funded staff hired and/or terminated.

a) changes to any information on the Provider Information Form.

3) Multiple penalties, as listed in this sub section f., may be added for a total amount to be deducted from an invoice.

4) Execution of future subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report corrective actions).

F. Special Provisions.

1. Cost proposals. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network contract manager. Possible changes should be sent to the contract

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manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:

1) The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the subcontract period.

2) Cost proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network contract manager.

   a. Prior approval shall be obtained from the Network contract manager for any travel and/or training not specifically identified and approved in the current cost proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.

2. Publication Requirement. The Provider agrees to acknowledge the Office of the Attorney General in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release and in accordance with this attachment, Section F.1.a. Any publications, media or program advertisements shall contain the following statement:

"This project was supported by AGREEMENT Grant No. K05013, awarded by State of Florida, Department of Legal Affairs, Office of the Attorney General and Florida Network of Children's Advocacy Centers."

3. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Network contract manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.

4. Anything that is produced or developed in connection with this subcontract shall be the exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider or any other individual employed under this subcontract shall have any proprietary interest in any product(s) developed or produced under this subcontract.

2. If the Provider's certification status is revoked and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.

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6. This subcontract may be terminated within sixty (60) days of the Network being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Network to the Provider may be subject to audits and/or monitoring by the Network, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500,formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Network staff, limited scope audits, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Network, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends $750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Network by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.

3. If the provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from sources other than Federal entities.)

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Network by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Network, the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Network shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

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PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

   A. The Network as follows:

      Submit to the Network's Contract Manager via Track IT

      Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:

      Florida Network of Children's Advocacy Centers
      2940 E. Park Avenue, Suite 2B
      Tallahassee, Florida 32301

   B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

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

   C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

      SingleAudits@flhealth.gov

      Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

   A. The Department of Health as follows:

      : SingleAudits@flhealth.gov

      Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

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4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Network for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Network, the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Network, the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Network.

End of Text

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EXHIBIT – 1

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

Federal Program 1_____ CFDA#_____Title_____$_____

Federal Program 2 _____CFDA#_____Title_____$_____

TOTAL FEDERAL AWARDS $_____

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

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A CFDA#_____Title_____$_____

State financial assistance subject to Sec. 215.97, F.S.: CSFA#41.031 Title: The Florida Network of Children's Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: $43,537.05

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

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EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
__X__Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
_____Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
OMB Circular A-102 – Administrative Requirements**
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
OMB Circular A-133 – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.
**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules, and regulations.

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Attachment III

Provider:	**Subcontract Number:**
Address:	**Telephone:**

Service Period (check one):

Jul 2020 _____	Nov 2020 _____	Mar 2021 _____
Aug 2020 _____	Dec 2020 _____	Apr 2021 _____
Sept 2020 _____	Jan 2021 _____	May 2021 _____
Oct 2020 _____	Feb 2021 _____	Jun 2021 _____

FNCAC GR/FNCAC CPT/Line Item Monthly Rate

July 2020 -June 2021

COST

Summary of Payments

	FNCAC CPT	GR	Line Item
SFY 2020/2021 Allocation:			
Total Funds Requested This Month:			
Actual Expenditures to Date:			
Balance:			

(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per fund)

(NOTE: ALL FUNDS MUST BE EXPENDED BY JUNE 30th)

(FOR FNCAC USE ONLY)

Combined Monthly Total: _____

Penalties

Description:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

Total Penalties:

Total County Funding Amount: $_____ Has not changed for FY 20/21

I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract and no expenses requested have been paid by another funding source.

Payment Approval

Total Approved For Payment By the Network:

Signature of Provider Agency Official	Date		
Title	Phone #	Signature	Date

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Penny Ogg, Supervisor of Elections**

SUBJECT/TITLE: **Request approval of Budget Amendment 19-20-122 and Resolution for the Supervisor of Elections Project 19052 Federal Elections Cybersecurity Initiatives Grant.**

STATEMENT OF ISSUE

Pursuant to the Omnibus Appropriations Act of 2018 enacted on March 23, 2018, $380 million in grants were allocated to States to improve the administration of elections for Federal office, including to enhance technology and make certain election security improvements. Highlands County will be receiving the Federal Elections Cybersecurity Initiatives grant to help with improving cyber security. Requires no matching county funds.

RECOMMENDED ACTION

Move to approve budget amendment 19-20-122 and resolution for the Supervisor of Elections Project 19052 Federal Elections Cybersecurity Initiatives Grant.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $3,000 and the overall budget. The additional funding will be appropriated in cost center 2442 (Supervisor of Elections).

Attachments: 19-20-122 Proj 19052 SOE Elections Security Grant (BA).pdf
19-20-122 Proj 19052 SOE Elections Security Grant (Resolution).pdf
19-20-122 Attachment A Cradlepoint Router.pdf

RECEIVED
BOARD OF COUNTY COMMISSIONERS
JUL 13 2020
O.M.B. DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: 7/13/2020 SUBMITTED BY: SOE Finance/Project Manager

FUND(S): 005 FUND TITLE(S): GENERAL COST CENTER(S) #: 2442

PROJECT(S) #: 19052 PROJECT TITLE(S): Elections Security COST CENTER TITLE(S): SUPERVISOR OF ELECTIONS
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3341701Z	Elections Security	19052	0.00	3,000.00		3,000.00
E	005	2442	54600Z	Project Repair & Maintenance	19052	0.00	1,500.00		1,500.00
E	005	2442	56400Z	Project Equipment	19052	0.00	1,500.00		1,500.00
									0.00
									0.00
									0.00
									0.00

REASON: To appropriate the State's FY 2019-2020 Elections Security Grant.

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

Signature: Donna M Watts

Date: 7 / 13 / 20

REQUEST # 19-20-122

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Distribution: ____ Accounting ____ Purchasing ____ Department

Form Revised 10/11/2010

RESOLUTION NUMBER 19-20-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

WHEREAS, Section 129.06, Florida Statutes (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate State funds for the Elections Security Grant for the Supervisor of Elections Project # 19052 to be used for allowable expenses to strengthen the implementation of cybersecurity for election systems, enhance election technology, facilitate cybersecurity training, and upgrade election-related computer systems to address cyber vulnerabilities; and

WHEREAS, to provide additional resources in the amount of $3,000 to secure and improve the election system for future Primary and General Elections.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2020 that budget amendment 19-20-122 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2019-20\19-20-122R Proj 19052 SOE Elections Security Grant.docx

ATTACHMENT A to MOA # 2019-2020-0001- Cradlepoint Purchase

Election Security Improvement Plan

County	Highlands				
Funds Allocated to County	$3,000				
County Match Requirement	N/A				
Services/Products	Applicable Category (Y/N)	Specific Goods or Services to be Purchased (or reimbursed for prior purchase)	Cost	Advance or Reimbursement	Vendor Contact
Cradlepoint	Y	One (1) Cradlepoint similar to the AER2200-600M	$1500	Y	Shaina Chinchilla, Florida public sector sales team at SHI, at floridateam@shi.com or by calling 800-543-0432 to discuss quotes and purchasing options.
Extra Modem	Y	Additional modem for AER2200	No cost if use state vendor	Y	
One-Year Basic Service	Y	One (1) year of basic service	$1500	Y	

As supervisor of Elections for the above named county, I acknowledge that grant funds shall be used only for the continuation of cybersecurity initiatives and improvements in the designated categories above.

Supervisor of Elections

6/17/2020
Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of JAG-Local Grant Application FY 20-21**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office seeks Board approval for a grant to continue the work of the Behavioral Health Court Deferred Prosecution Program. This grant funds work done by Tri-County Human Services, Inc. to divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight.

RECOMMENDED ACTION

Move to approve the attached JAG Local Grant Application, number 2020-H7467-FL-DJ and authorize the electronic submittal in accordance with the grant terms and conditions.

FISCAL IMPACT

This federal grant is for $16,890 and does not require any local match funds. The fiscal impact is an increase in Board revenue and a corresponding increase in Board expenditures with a net zero fiscal impact on the Board's general fund for FY 20-21.

Attachments: Sheriff - COMPLETE JAGD APPLICATION FY 20-21.pdf

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ

Application Contents	**Page(s)**
Program Narrative	1-2
Project Abstract	3
Budget Detail Narrative	4-5
Application Authority	6
Disclosure of Other Applications	7
Governing Body Review	8
Internal Control Questionnaire	9-12
Communications with ICE Information	13-18
Standard Assurances	19-23
County Executive Certification	24
Board Chair Certification	25-26
Application Review SF-424	27-28

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
PROGRAM NARRATIVE

Summary of Project. The Highlands County Sheriff's Office seeks funding from the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program for the project "Behavioral Health Court Support." This project supports the Tenth Judicial Circuit's established Behavioral Health Court in Highlands County. The Behavioral Health Court will divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight. Using a non-adversarial approach, the program stresses a closely coordinated effort between the Court, attorneys, law enforcement and community treatment and service agencies to address complex social and behavioral health problems that cause these defendants to cycle repeatedly through the criminal justice system.

Statement of the Problem. The Mental Health Court Steering Council has identified a service gap for jail inmates in Highlands County that results in mentally ill defendants languishing in the Highlands County jail for months or longer without treatment for their illness.

Project Design and Implementation. This project would help fund contractual services provided by Tri-County Human Services, Inc. (TCHS), a private not-for-profit organization providing substance abuse, mental health and co-occurring treatment, referral and counseling services. TCHS would provide a part-time program director that would coordinate project activities in accordance with the attached Behavioral Health Deferred Prosecution Program flowchart. TCHS will evaluate inmates that meet the criteria established for participants in the Behavioral Health Court.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
PROGRAM NARRATIVE

Capabilities and Competencies. TCHS is a respected community organization that provides high quality professional behavioral and mental health services. This project is the continuation of a successful program that diverts offenders from incarceration to rehabilitation and release through proper assessments and screenings, individual and group counseling, and various educational programs. The program has proven successful in reducing recidivism.

Plan for Collecting Data for Performance Measures. TCHS will manage the collection of data, including the number of offenders screened, the number and types of psycho-social assessments, the drug and alcohol screening required under the program. In addition, TCHS will manage the implementation and reporting required under the project's group and individual counseling programs. **Program data, deliverables and outcomes will be reported as required in the Grant Management System.**

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JAG Local Solicitation Application FY 2020

Application Number: 2020-H7467-FL-DJ

PROJECT ABSTRACT

Summary: The grantee will use the JAG award to fund contractual services for the Behavioral Health Court in Highlands County. The goal of this project is to identify and evaluate inmates that meet the criteria established for participants in this court.

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

Project Title: Behavioral Health Deferred Prosecution Program (BHP)

Problem: There are a large number of offenders suffering mental illnesses and/or co-occurring substance abuse disorders that enter the Highlands County Jail and without access to adequate behavioral health services tend to be re-arrested and cycle through the criminal justice system over and over again.

Project Goals: To divert qualifying offenders from the Highlands County Jail into more appropriate community-based mental health treatment programs in order to reduce the rate of re-entry or recidivism and reduce the long term costs of housing the mentally ill in jail by providing treatment plans instead of incarceration.

Project Partnerships: This project is a collaborative effort of the Office of the State Attorney, the Highlands County Sheriff's Office, the Office of the Public Defender, the Office of the Clerk of Court, Highlands County, County and Circuit Court Judges, County Probation Offices, Tri-County Human Services, Inc., the Peace River Center, DCF/Mental Health, Circuit 10 and many others. The project works to ensure offenders suffering mental illnesses and/or substance abuse disorders are effectively managed in the criminal justice system.

Anticipated Outcomes: Award funds will fund a contract with Tri-County Human Services, Inc. (TCHS) which will provide a part-time professional to evaluate offenders for entry into the BHP. TCHS will coordinate the activities necessary with all of the project partners to ensure that offenders with the greatest chance of recovery and treatment are afforded the opportunity to enter the BHP. Project activities include, but are not necessarily limited to the following identifiers:

Screening. Based upon referrals from project partners, offenders entering the Highlands County Jail will be screened for possible participation in the BHP.

Sentencing. Offenders meeting BHP criteria will be referred to the State Attorney for review and/or further coordination with the Court.

Drug Testing. Participants meeting BHP criteria will be routinely evaluated and tested throughout the grant period.

Individual/Group Counseling. BHP participants will receive counseling during the grant period.

Case Management. BHP participants will receive case management services during the grant period.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
BUDGET DETAIL NARRATIVE

Oher ($507): The Applicant is committed to the implementation of the FBI's National Incident-based Reporting System ("NIBRS"). The implementation of NIBRS will require changes to the Applicant's system for collecting, processing and submitting its crime statistics to the state of Florida's Uniform Crime Reporting Program ("UCR") which is coordinated by and through the Florida Department of Law Enforcement ("FDLE"). The Applicant will set aside 3% of this award ($507) which shall be solely used toward the costs of implementing NIBRS. The costs to implement NIBRS will include software, hardware and labor costs associated with extracting and submitting the required crime incident data for the Applicant's law enforcement agency to meet the NIBRS standard.

Contractual Services ($16,383): The Behavioral Health Court program utilizes the services of Tri-County Human Services, Inc. ("TCHS") which will provide the services necessary to identify and monitor inmates eligible for and enrolled in the program. The services include, but are not necessarily limited to, completion of necessary program entry forms, transitional planning necessary and appropriate for each individual, attendance at AA, NA or other support group meetings, coordinating drug tests and providing individual counseling sessions with inmates. All of the services provided by TCHS exceeding the award amount will be covered by local funds. TCHS will perform the following services to support the project:

a. Complete, update and submit required reports and documentation forms.

b. Interview inmates and collect information required to complete a comprehensive targeted case management plan.

c. Maintain records, updates, and provide case status information.

d. Collect and maintain data necessary to provide accurate grant reporting.

e. Act as liaison between mental health community and persons served.

f. Provide case management and mental health services coordination.

g. Work with Pre-Trial Release professionals to determine eligibility.

h. Coordinate efforts of the Court for each person served.

i. Monitor compliance of each person served.

j. Provide instruction in substance abuse prevention, anger management, communication and decision making skills.

We expect to execute a contract with TCHS which will require TCHS to provide monthly billing in accordance with the following services and deliverables:

TOTAL GRANT/CONTRACT WITH TRI-COUNTY			
Items	***Units***	***Unit Rate***	***Contract Total***
Case Mgmt	500.00	$16.99	$ 8,495.00
Screenings	100.00	$11.15	1,115.00
Drug Screens	100.00	$21.81	2,181.00
Individual Counsel	52.63	$87.25	4,592.00
	752.63		$ 16,383.00
NIBRS Set Aside			507.00
Total Grant			$ 16,890.00

The billings will be itemized in sufficient detail to provide accountability for the services rendered.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
APPLICATION AUTHORITY

The Highlands County Sheriff's Office obtained approval from the Highlands County Board of County Commissioners ("Board") to make application for the FY 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Local Solicitation grant from Randy Vosburg, the County Administrator. Randy Vosburg has been granted such authority by the Board and such authority has been recorded in records of Highlands County in Book 15 Page 496.

Approved for Application:

HIGHLANDS COUNTY, FLORIDA

By: TO BE SIGNED UPON APPROVAL BY BOARD _____ _____
Randy Vosburg, *County Administrator* *Date*

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
DISCLOSURE OF PENDING APPLICATIONS

The Highlands County Board of County Commissioners does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation that will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2020
Application Number: 2020-H7467-FL-DJ
GOVERNING BODY REVIEW

The Highlands County Sheriff's Office 2020 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Local Solicitation application was reviewed and approved by the County Administrator, who has been granted legal authority by the Board of County Commissioners under authority granted by the Board and recorded in the records of Highlands County in Book 15, Page 495.

The complete application was reviewed and approved by the Highlands County Board of County Commissioners ("Board") in a regular County Commission Meeting which provided an opportunity for public comment on July 21, 2020.

Highlands County is not part of a disparate jurisdiction.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name:	Highlands County Board of County Commissioners
Street1:	600 South Commerce Ave
Street2:	
City:	Sebring
State:	FLORIDA
Zip Code:	33870

2. Authorized Representative's Name and Title:

Prefix:	Mr.	First Name: Robin	Middle Name:
Last Name:	Reed		Suffix:
Title:	HCSO Business Administrator		

3. Phone:	(863) 402-7215	4. Fax:	8634027296
5. Email:	rareed@highlandssheriff.org		

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1921	596000655	732347830000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☑ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm:

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0
Enter the dollar amount of questioned costs (if none, enter "$0": $ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: RANDY VOSBURG Date:

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: COUNTY ADMIN.

Phone: (863) 402-6517

Highlands County Board of County Commissioners
JAG Local Solicitation Application
Application Number: 2020-H7467-FL-DJ
QUESTIONS REGARDING DHS-ICE COMMUNICATIONS

In accordance with BJA instructions and rules for this solicitation, the following information is submitted regarding our communications with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE).

Question 1: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?

Answer: Yes, please see attached CLASSIFICATION, General Order #: 7220.00. Please refer to Section IV – Cooperation with Homeland Security beginning on page 3.

Question 2: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: No.

Question 3: Explanation of how the law, policy or practice complies with 8 U.S.C. § 1373:

Answer: The attached General Order #7220.00 requires our personnel to cooperate with Homeland Security (DHS) in multiple ways, including, but not limited to, providing timely notification to DHS when foreign nationals are booked into the facility and when they are scheduled for release, and cooperating with DHS agents requesting interviews with inmates. This General Order firmly establishes that this policy is consistent with the requirements of 8 U.S.C. § 1373.

HIGHLANDS COUNTY SHERIFF'S OFFICE

CLASSIFICATION
GENERAL ORDER#: 7220.00

EFFECTIVE DATE: 03/14/2018

AMENDS: 09/29/2017, 12/09/2016, 11/18/2015, 11/15/2012, 10/31/2011, 11/23/2010, 10/05/2009

ACCREDITATION STANDARDS: FCAC – 14.02, 14.14, 15.02, 15.12

INDEX AS:

***** ADMISSION
* BOOKING RECORDS
* CLASSIFICATION ASSESSMENT
* CLASSIFICATION INTERVIEW
***** CLASSIFICATION RECORDS
* CUSTODY LEVELS
* INMATE ASSESSMENT
* INMATE RECORD
* INMATE SEPARATIONS
* JUVENILE CLASSIFICATION PROCESS
* RECLASSIFICATION
* TEMPORARY CLASSIFICATION

POLICY:

It is the policy of the Sheriff's Office Detention Facility to identify and classify inmates in a consistent manner. Classification is an ongoing process throughout the inmate's incarceration. Classification as a process ensures that the level of custody required for each inmate is based on sound assessment and practices that considers, at minimum, the risk posed to members, other inmates, the public or themselves.

SCOPE:

This General Order applies to all members of the Sheriff's Office Detention Bureau.

GLOSSARY:

Booking - Booking is the official recording of an arrest and the identification of the person, the time, the arresting authority, and the reason for the arrest of a person. Booking includes a physical search of a person and their possessions, the taking of fingerprints and photographs, the conducting of interviews for medical history and personal history, the inventory and storage of personal belongings, and the assignment of the person to a housing unit.

Inmate Records - A record includes all information that is obtained on the inmate while incarcerated at the Facility excluding their medical information.

Juvenile – For the purposes of this policy a juvenile is any person under the age of eighteen (18) years whether or not they are married or emancipated by the court.

Objective Jail Classification - A process of assessing every jail inmate's custody and program needs using locally developed and validated instruments to identify the level of risk and needs presented by an inmate so that appropriate housing and program assignments can be made.

PROCEDURE:

I. INMATE RECORDS:

A. Inmate records will be compiled and maintained on each inmate in custody, beginning during the booking process and continuing through their incarceration. Inmate records shall be kept electronically or in paper form and kept confidential from other inmates. Inmate records will be maintained by the Classification Unit and will contain at minimum: (FCAC 14.14A-I)

1. All information contained in the booking record including photograph(s) and the legal authority for commitment;
2. Classification information and progress reports;
3. All disciplinary reports, including investigation and disposition;
4. All absences from the Facility;
5. Records of any detainer or other civil or criminal processes, and bonds, including any bond adjustments;
6. Personal property records;
7. Date and terms of condition of release, the authority for release and signature of the releasing Detention Security Squad Supervisor or Classification Unit Supervisor and Intake and Release member.

II. TEMPORARY CLASSIFICATION:

A. A temporary classification will be accomplished by the Detention Security Squad Supervisor during the booking process.

B. Juveniles held in temporary custody will be kept out of regular sight and sound of adult inmates.

III. FORMAL CLASSIFICATION:

A. The formal classification process determines criteria such as housing, transportation, movement, programs, and privileges for all inmates and uses an Objective Jail Classification system for inmate housing and programs, which includes: (FCAC 14.02B)

1. Initial classification within seventy-two (72) hours from Booking; (FCAC 14.02 A)
2. Housing; (FCAC 14.02B)
3. Rewarding inmates for positive behavior;
4. Access to programs; and (FCAC 14.02C)
5. A reclassification process. (FCAC 14.02D)

B. Information obtained from the inmate will be documented on the Initial Classification Intake Work Sheet and maintained in the Inmate Record. Information obtained in the interview along with the following criteria shall be reviewed to determine the inmate's classification and custody level.

1. Criminal History
2. Medical and psychological needs
3. Observations of the inmate
4. Possible threat to themselves or others
5. Risk of escape
6. Behavior during current and prior incarcerations
7. Vulnerability
8. Current charges and sentence
9. Previous Sexual Offense

C. The custody levels are:

1. Minimum custody
2. Medium custody
3. Medium-high custody
4. Maximum custody

D. Inmate uniform colors and armband identification custody levels are as follows:

1. Minimum custody - orange uniform, green armband
2. Medium custody – orange uniform, blue armband
3. Medium-high custody – orange uniform, orange armband
4. Maximum custody – black/white striped uniform, red armband
5. Inmate Worker:
a. Kitchen Inmate Worker- green or white uniform, blue, or green armband
b. General Inmate Worker- blue uniform, green or blue armband
c. Post Inmate Worker can only be blue or green armband, with a blue uniform.

E. Inmates who exhibit or have demonstrated a history of aggressiveness toward other inmates, have assaultive criminal histories, or who have special classification needs will be housed and transported appropriately. (FCAC 15.12)

F. Inmates shall be subject to custody that is appropriate to their classification.

G. The classification system allows for changes in inmate custody status based on in custody behavior.

IV. COOPERATION WITH HOMELAND SECURITY:

A. The Sheriff's Office Detention Facility will cooperate with all Federal Law Enforcement partners.

1. The Classifications Unit will notify the Department of Homeland Security (DHS) of all foreign nationals booked into the facility.
2. When requested by DHS, the Classifications Unit will notify DHS concerning the scheduled release date and time of any foreign national inmate.
a. This notification will be as early as practical, and with at least forty-eight (48) hour notice when possible.
b. This notification does not authorize an inmate to be held past his scheduled date of release.

3. The Sheriff's Office will cooperate with DHS agents requesting to interview inmates regarding their right to be or to remain in the United States.
a. The Classifications Unit will serve as point of contact for DHS to schedule interviews during normal business hours.
b. Detention Security Supervisors will facilitate DHS interviews during non-business hours.

V. INMATE SEPARATIONS:

A. Male and female inmates shall be separated by regular sight and sound. Juvenile inmates shall be separated by regular sight and sound from adult inmates. Classification or segregation of inmates is never based on race, creed, or national origin. Inmates shall be housed, transported, or escorted as follows, unless authorized by a Detention Captain or the Bureau Commander:
1. Separation by gender,
2. Juveniles separate from adults, and
3. Separation of known "keep froms".

B. Dangerous felons/assaultive inmates shall be housed separately from misdemeanants/non-assaultive inmates. (FCAC 15.02)
1. The following criteria shall be considered in determining a dangerous felon/assaultive inmate during classification:
a. Escape charge from a secure facility.
b. Aggressive behavior towards members or other inmates.
c. Past disciplinary problems.
d. Assaultive charges listed in Appendix I in the Classification Standard Operating Procedure.

VI. JUVENILE CLASSIFICATION PROCESS:

Juveniles will not be held in the Facility longer than six (6) hours unless they are adjudicated as an adult, are sentenced as an adult, or the juvenile has been transferred to the adult division of the courts for purposes of criminal prosecution at the direction of the state attorney's office. In the event a juvenile meets these criteria, the juvenile will be assessed and classified in the same manner as an adult with the exception of Housing.

VII. RECLASSIFICATION:

A. The Classification Unit will review court disposition memorandums and periodically review inmate Facility records following court appearances for purposes of reclassification as to the level of custody required, housing assignments, transfers and changes in programs. Transfer of inmates to new housing assignments shall occur only after notification of, and approval by, a Detention Security Squad Supervisor or the Classification Unit Supervisor. The Detention member conducting the move will document the move, date, time, and reason in the comments section of the Move/Transport portion of the Inmate's Record.

B. Classification is an ongoing process and the potential for reclassification shall be available to every inmate. Anytime there is a change in the criteria on which the original classification was based; the inmate's status may change, requiring re-evaluation of custody and housing. Changes in criteria may include, but are not limited to conviction of charges or new information regarding detainers. In addition, reclassification may occur for the following:

1. If an inmate has been having adjustment problems at their current status.
2. If an inmate has been involved in serious infractions of Facility rules and needs placement in administrative confinement or disciplinary confinement.
3. Due to protective custody needs.
4. Due to psychological instability.

Issuing Authority: ON FILE
Paul Blackman, Sheriff

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

OMB APPROVAL
NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department?s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

NOTE: You must click on the "Accept" button at the bottom of the page before closing this window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382 (c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Accept

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

TO BE SIGNED UPON APPROVAL BY BOARD

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

Rev. Feb. 19, 2020

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Assurances and Certifications

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

* - Indicates required field

*Prefix:	Mr.
Prefix (Other):	
*First Name:	William
Middle Initial:	R
*Last Name:	Handley
Suffix	Suffix:
Suffix (Other):	
*Title:	Chairman
*Address Line 1:	600 S. Commerce Avenue
Address Line 2:	
*City:	Sebring
County:	
*State:	Florida
*Zip Code:	33870 - 3809 Zip+4 Lookup
*Phone:	863 - 402 - 6500 Ext :

Fax:	863 - 402 - 7280
*E-mail:	whandley@highlandsfl. Email Help

* ☐ I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Save and Continue

BY APPROVAL OF THIS GRANT, THE BOARD CHAIR AUTHORIZES THE SHERIFF'S OFFICE TO SUBMIT GRANT ELECTRONICALLY ON BEHALF OF BOARD

Review SF-424 Print a Copy

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Assurances and Certifications

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APPLICATION FOR FEDERAL ASSISTANCE	**2. DATE SUBMITTED**	**Applicant Identifier**
1. TYPE OF SUBMISSION Application Non-Construction	**3. DATE RECEIVED BY STATE**	**State Application Identifier**
	4. DATE RECEIVED BY FEDERAL AGENCY	**Federal Identifier**

5.APPLICANT INFORMATION	
Legal Name Highlands County	**Organizational Unit** Board of County Commissioners
Address 600 S. Commerce Avenue Sebring, Florida 33870-3809	**Name and telephone number of the person to be contacted on matters involving this application** Reed, Robin (863) 402-7215
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000655	**7. TYPE OF APPLICANT** County
8. TYPE OF APPLICATION New	**9. NAME OF FEDERAL AGENCY** Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: Edward Byrne Memorial Justice Assistance Grant Program	**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT** Behavioral Health Deferred Prosecution Program
12. AREAS AFFECTED BY PROJECT The grantee will use the JAG award to fund contractual services for the Behavioral Health Court in Highlands County, Florida. The goal of this project is to identify and evaluate inmates that meet the criteria established for participants in this court.	
13. PROPOSED PROJECT Start Date: October 01, 2020 End Date: September 30, 2021	**14. CONGRESSIONAL DISTRICTS OF** a. Applicant b. Project FL17

15. ESTIMATED FUNDING		**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?** Program has not been selected by state for review
Federal	$16,890	
Applicant	$0	
State	$0	

Local	$0	
Other	$0	
Program Income	$0	**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**
TOTAL	$16,890	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Continue

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER:	**Brandon Gunn, Purchasing Agent**
SUBJECT/TITLE:	**Request approval to move forward with the direct sale of seven (7) County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.**

STATEMENT OF ISSUE

The Board has approved the direct sale of certain County owned properties approved for listing on the Available Property List.

Offers have been submitted for the properties referrenced in the attached Notice of Intents to the Purchasing staff. The buyers have made the required 10% deposit on the properties. The final payment and recording fees will be paid at time of closing.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted.

RECOMMENDED ACTION

Move to approve the the sale of seven (7) County owned surplus property and provide the Chair the authority to execute the Sale and Purchase Agreement For Available Property List Properties and Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $8,320.00 to the General Fund from sale of the property and the property will be on the Tax Roll.

Attachments: Granicus Notice.pdf

Pending Sale

Property	Buyer	Date Noticed	Price
7821 Sun N Lake Blvd, Sebring	Hugo & Melissa Silva	6/25/2020	$ 1,280.00
7847 Sun N Lake Blvd, Sebring	Hugo & Melissa Silva	6/25/2020	$ 1,280.00
7915 Sun N Lake Blvd, Sebring	Hugo & Melissa Silva	6/25/2020	$ 1,280.00
7927 Sun N Lake Blvd, Sebring	Hugo & Melissa Silva	6/25/2020	$ 1,280.00
7939 Sun N Lake Blvd, Sebring	Hugo & Melissa Silva	6/25/2020	$ 1,280.00
114 Mallory St, Lake Placid	Josette & Serge Jean-Pierre	7/1/2020	$ 960.00
433 Nancy Rd, Lake Placid	Josette & Serge Jean-Pierre	7/1/2020	$ 960.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER:	**Brandon Gunn, Purchasing Agent**
SUBJECT/TITLE:	**Request approval to move forward with the sale of 15 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.**

STATEMENT OF ISSUE

The Board has approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 20-033), in accordance with Florida Statutes 125.35.

The County received and opened bids on those properties on July 2, 2020 and is recommending the sale of 15 of the 18 properties as identified in the attached Notice of Intent to Award Sale. There were 3 properties not being recommended for sale; 2 of which were not on the ITB as they are direct sale properties and 1 property which was not County owned.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on July 3, 2020. The buyers have provided a 10% deposit on the property they are interested in. The sale will be completed within 90 days.

Total this sale $81,923.00
Total FY 2020 Sales to Date $775,446.80 (ITB) / $102,074.42 (Direct).

RECOMMENDED ACTION

Move to approve the sale of 15 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $81,923.00 to the General Fund from sale of the properties and the properties will be on the Tax Roll.

Attachments: Notice of Intent.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

ITB 20-033 - SALE OF SURPLUS COUNTY PROPERTY

Parcel ID	Address	Legal Description	Min	Offer	Bidder	Recommend
C-04-34-28-151-7520-0700	4715 Bonnie Dr, Sebring	SnL Sebring	$ 5,400.00	$ 5,625.00	Baker Construction	Yes
C-04-34-28-151-7520-0030	4731 Bonnie Dr, Sebring	SnL Sebring	$ 5,400.00	$ 5,625.00	Baker Construction	Yes
C-04-34-28-151-7520-0040	4727 Bonnie Dr, Sebring	SnL Sebring	$ 5,400.00	$ 5,625.00	Baker Construction	Yes
C-04-34-28-151-7520-0020	4735 Bonnie Dr, Sebring	SnL Sebring	$ 5,400.00	$ 5,500.00	Baker Construction	Yes
C-04-34-28-151-7520-0010	4739 Bonnie Dr, Sebring	SnL Sebring	$ 5,832.00	$ 6,000.00	Baker Construction	Yes
C-04-34-28-200-4400-0280	6132 Monterey St, Sebring	SnL Sebring	$ 900.00	$ 1,250.00	Raimund Betz	Yes
C-04-34-28-160-3570-0420	5124 Pebble Beach Dr, Sebring	SnL Sebring	$ 5,508.00	$ 5,708.00	Kevin McMillan	Yes
C-22-37-30-110-1020-0290	232 Lakeland Dr, Lake Placid	Sun N Lakes Est LP	$ 1,800.00	$ 2,200.00	Dessalines Ferdinand	Yes
C-01-33-28-010-0000-2525	2483 Touchton Rd, Avon Park	Avon Park Lakes	$ 2,160.00	$ 2,550.00	Dessalines Ferdinand	Yes
C-21-36-29-170-3820-0250	1057 Durance Rd, Lake Placid	Leisure Lakes	$ 4,500.00	$ 4,550.00	Enoch & Pamela Walker	Yes
C-04-34-28-180-3780-0140	5547 Savona Dr, Sebring	SnL Sebring	$ 4,500.00	$ 4,550.00	E.O Koch Construction	Yes
C-04-34-28-060-0610-0490	6561 Orduna Dr, Sebring	SnL Sebring	$ 640.00	$ 650.00	Alyiah Sutherland	No
C-24-35-28-121-0070-0080	2265 Aragon St, Sebring	N/A	$ 1,600.00	$ 1,600.00	Alyiah Sutherland	No
C-35-34-28-020-0220-0090	234 Swift Ave, Sebring	Sebring Hills	$ 1,297.92	$ 1,300.00	Alyiah Sutherland	No
S-33-34-29-070-0000-1040	4721 Fifth St, Sebring	Highlands Homes	$ 1,436.40	$ 1,440.00	Alyiah Sutherland	Yes
C-04-34-28-050-0610-0200	6447 Orduna Dr, Sebring	SnL Sebring	$ 5,175.00	$ 5,300.00	Osmel Barroso & Mirlania Santos	Yes
C-04-34-28-160-3420-0350	5233 Pebble Beach Dr, Sebring	SnL Sebring	$ 19,278.00	$ 20,000.00	Stefan Doig	Yes
C-21-36-29-060-1100-0010	1162 Macaw Ave, Lake Placid	Leisure Lakes	$ 4,905.00	$ 6,000.00	Victor & Vicki Budd	Yes

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 3:00 p.m. on July 6th, 2020.

The Board of County Commissioners will consider the offers at their July 21st Board Meeting which will begin at 9:00 AM

Due to the current events affecting our community we anticipate the Board meeting being held virtually. You can watch the meeting online on our website and comment if desired.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER:	**Randy Vosburg, County Administrator**
SUBJECT/TITLE:	**An Ordinance of the Board of County Commissioners of Highlands County, Florida Amending Subsection 2.56, Article IV of Chapter 2 of The Code of Ordinances, Highlands County, Florida; Pertaining to the Powers and Duties of the County Administrator; Providing for Conflicts; Providing for Severability; and Providing for an Effective date.**

STATEMENT OF ISSUE

At the June 16th meeting, the Board voted to move the County Attorney under the supervision of the County Administrator. This change is consistent with State Statute; however, the local ordinance adopted by the Board required a modification to facilitate this Board decision. The ordinance modification was prepared by outside council and allows the Board flexibility to maintain the proposed supervisory arrangement or return to the previous arrangement.

RECOMMENDED ACTION

Move approval of an Ordinance of The Board of County Commissioners of Highlands County, Florida amending Subsection 2.56, Article IV of Chapter 2 of The Code of Ordinances, Highlands County, Florida; Pertaining to the Powers and Duties of the County Administrator; Providing for Conflicts; Providing for Severability; and Providing for an Effective date.

Attachments: Highlands County Ordinance Amendment(revised title).SGS.docx

ORDINANCE 19-20-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA AMENDING SUBSECTION 2.56, ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES, HIGHLANDS COUNTY, FLORIDA; PERTAINING TO THE POWERS AND DUTIES OF THE COUNTY ADMINISTRATOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, Part III, County Administration, authorizes a form of county administration that best assures an adequate and efficient provision of services to the citizens and promotes protection of the health, safety, welfare and quality of life for all residents; and

WHEREAS, the Highlands County Board of County Commissioners adopted Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator, pursuant to the authority conferred by Florida Statutes, Chapter 125, Part III, County Administration; and

WHEREAS, the County has determined that it is in its best interest to amend certain regulations set forth in the Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator; and

WHEREAS, this Ordinance will advance a legitimate public purpose and promote health, safety, welfare and quality of life of the citizens of Highlands County, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

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

SECTION 2. **AMENDING HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE IV, COUNTY ADMINISTRATOR.** Highlands County Code Ordinances, Chapter 2 – Administration, Article IV – County Administrator is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER 2 – ADMINISTRATION
ARTICLE IV – COUNTY ADMINISTRATOR

***

Section 2-56 – Powers and duties – Generally.

The administrator shall be responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board of county commissioners. To that end, the administrator shall, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

***

(11) Select, employ and supervise all personnel, including supervision of such individuals who hold a contractual employment position with the board of county commissioners, if so stated in the applicable employment contract or any amendment thereto, and fill all vacancies, positions or employment under the jurisdiction of the board of county commissioners ~~except attorney for the board of county commissioners~~; provided, however, the employment of all division and department heads shall require confirmation by the board of county commissioners.

(12) Suspend, discharge or remove any employee under the jurisdiction of the board of county commissioners pursuant to procedures adopted by the board of county commissioners or the terms of any applicable contract.

***

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to the Highlands County Code of Ordinances, Chapter 2, Administration, Article IV, County Administrator, as set forth in Section 2 above shall be codified in the Highlands County Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and City Attorney, may be corrected, without the need for a public hearing.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this _____ day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
William R. Handley, Chairman

ATTEST:

By: _____
Robert W. Germaine, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER:	**Randy Vosburg, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Budget Workshop to discuss the submitted budgets from the Constitutional Officers and the Outside Agencies**

STATEMENT OF ISSUE

The Constitutional Officers (minus the Tax Collector) have submitted their budget requests for consideration for FY 20/21. The Outside Agencies have also submitted their budgets for consideration. This workshop provides the opportunity for staff, Commissioners, Constitutional Officers, as well as representatives from Outside Agencies to discuss their budgets in a public forum.

RECOMMENDED ACTION

No Suggested Action

FISCAL IMPACT

Fiscal impact is unknown at this time

Attachments: Rec 20-21 Budget_7-21-20 Constitutionals Workshop.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEAR 2020-2021

OUTSIDE AGENCIES & CONSTITUTIONAL OFFICERS

July 21, 2020

Outside Agency Funding

ORGANIZATION	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
RECREATION (Interlocals):					
AVON PARK RECREATION	$ 110,000	$ 110,000	$ 110,000	$ 110,000	$ 110,000
SEBRING RECREATION	$ 110,000	$ 110,000	$ 110,000	$ 110,000	$ 110,000
LAKE PLACID RECREATION	$ 110,000	$ 110,000	$ 110,000	$ 110,000	$ 110,000
OTHER AGENCIES:					
NU-HOPE	$ 42,045	$ 42,045	$ 42,045	$ 42,045	$ 42,045
HEALTH UNIT	$ 243,000	$ 243,000	$ 243,000	$ 251,505	$ 276,655
NON-PROFIT COMMUNITY AGENCIES	$ 31,350	$ 31,350	$ 31,350	$ 30,000	$ 30,000
HISTORIC PRESERVATION	$ 1,550	$ 1,550	$ 2,466	$ 2,230	$ 7,130
SOIL & WATER	$ 12,500	$ 13,000	$ 7,500	$ 7,525	$ 8,250
TRANSPORTATION DISADVANTAGE	$ 193,614	$ 193,614	$ 201,751	$ 193,533	$ 198,309
TOTAL AGENCY FUNDING	$ 854,059	$ 854,559	$ 858,112	$ 856,838	$ 892,389

Outside Agency Funding (cont.)

CRA'S:	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
AVON PARK:					
AP ORIGINAL	$ 103,710	$ 103,788	$ 112,157	$ 125,419	$ 130,436
AP EXPANDED	$ 0	$ 14,111	$ 28,632	$ 51,128	$ 53,173
AP SOUTHSIDE MAIN	$ 19,713	$ 22,807	$ 31,908	$ 40,354	$ 41,968
AP SOUTHSIDE EXPAN	$ 0	$ 0	$ 7,472	$ 11,221	$ 11,670
AP AIRPORT	$ 21,126	$ 22,147	$ 20,078	$ 20,579	$ 21,402
SEBRING:					
ORIGINAL	$ 366,271	$ 383,721	$ 369,072	$ 320,848	$ 333,682
EXPANDED	$ 138,905	$ 146,184	$ 144,077	$ 157,352	$ 163,646
AIRPORT	$ 383,917	$ 397,520	$ 412,123	$ 392,301	$ 407,993
LAKE PLACID:					
LP ORIGINAL	$ 0	$ 0	$ 12,544	$ 25,717	$ 26,746
TOTAL CRA FUNDING	$ 1,033,642	$ 1,090,278	$ 1,138,063	$ 1,144,919	$ 1,190,716

CONSTITUTIONAL OFFICERS

Description	FY 18-19 Adopted	FY 19-20 Adopted	FY 20-21 Recommended
Sheriff	$ 27,626,517	$ 29,367,194	$ 30,615,208
Tax Collector (est. 20/21)	$ 1,795,488	$ 1,839,354	$ 1,885,338
Property Appraiser	$ 3,006,832	$ 3,255,577	$ 3,221,865
Clerk of Courts	$ 3,993,028	$ 4,159,362	$ 4,263,543
Supervisor of Elections	$ 849,917	$ 1,234,583	$ 898,922
TOTAL	$ 37,271,782	$ 39,856,070	$ 40,884,876

SHERIFF
ADOPTED EXPENDITURE BUDGETS
FY 11-12 thru FY 20-21

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
SHERIFF	$ 22,656,611	$ 22,656,611	$ 23,208,177	$ 23,253,701	$ 23,728,040
BCC-OTHER*	$ 756,445	$ 957,669	$ 994,622	$ 813,355	$ 966,855

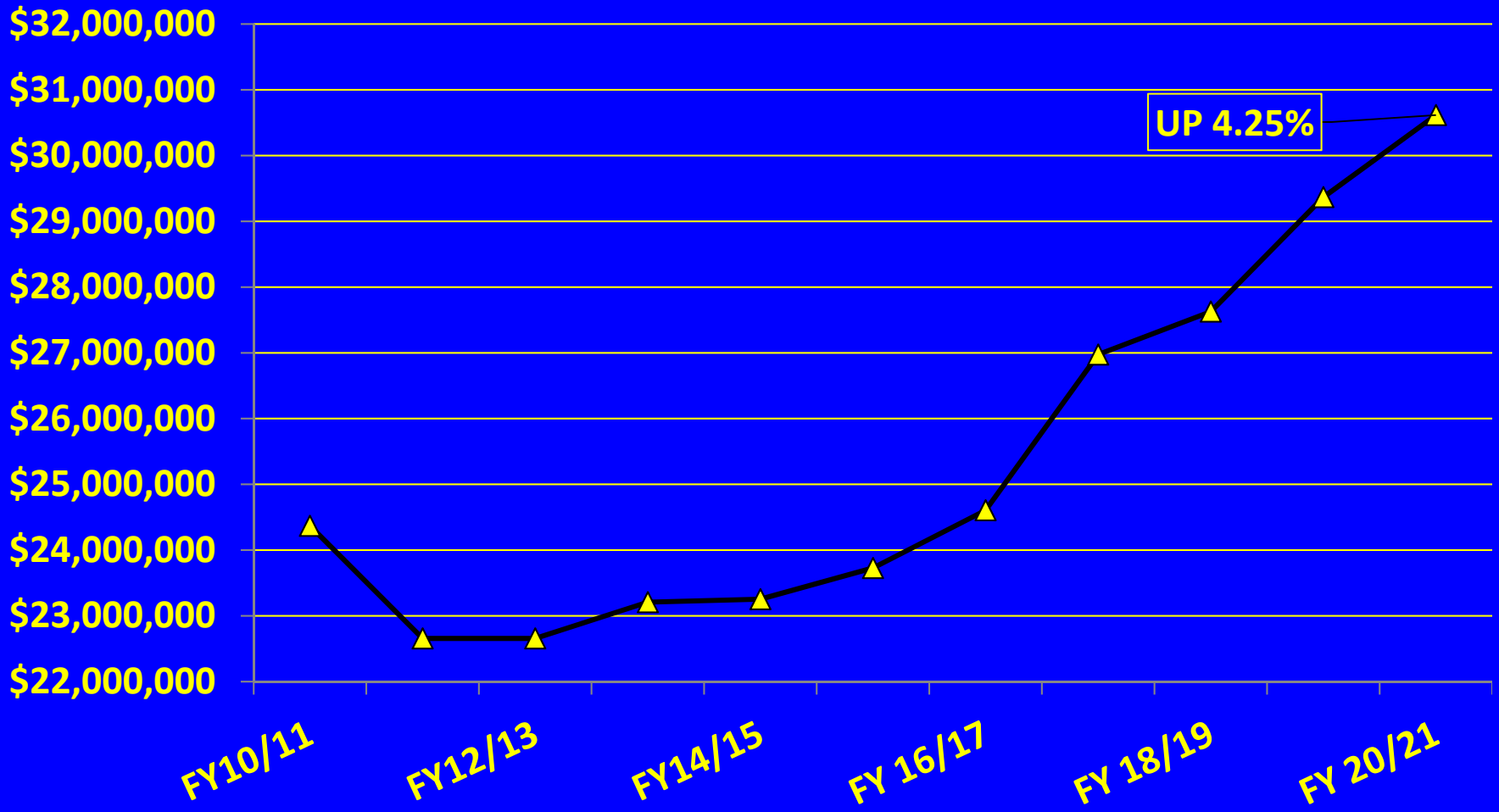
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21(Rec.)
SHERIFF	$ 24,605,547	$ 26,974,357	$ 27,626,517	$ 29,367,194	$ 30,615,208
BCC-OTHER*	$ 894,960	$ 967,079	$ 948,053	$ 1,013,404	$ 1,012,593

*** BCC-OTHER – County Jail Maintenance & Law Enforcement Maintenance Only.**

SHERIFF

ADOPTED EXPENDITURE BUDGETS

FY 10-11 thru FY 20-21



SHERIFF
RETURNED FUNDS
FY 11-12 thru FY 18-19

FY 11-12	FY 12-13	FY 13-14	FY 14-15
$ 1.47	$ 378,471	$ 176,066	$ 468,718

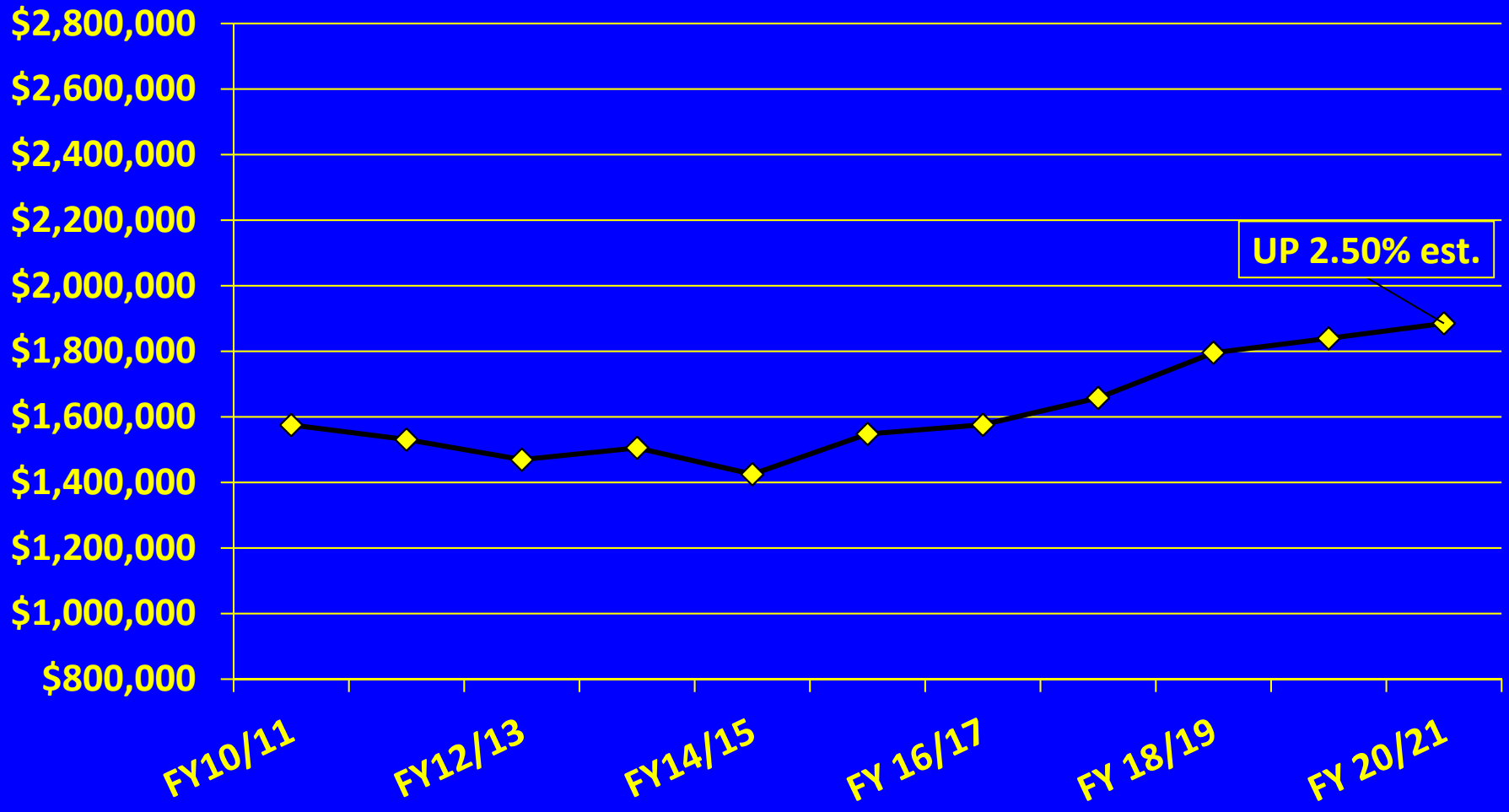
FY 15-16	FY 16-17	FY 17-18	FY 18-19
$ 154,003	$ 492,914	$ 970,862	$ 391,706

TAX COLLECTOR
ADOPTED EXPENDITURE BUDGETS
FY 11-12 thru FY 20-21

FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
$ 1,530,694	$ 1,469,450	$ 1,505,430	$ 1,425,000	$ 1,547,855

FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
$ 1,576,000	$ 1,657,934	$ 1,795,488	$ 1,839,354	$ 1,885,338

TAX COLLECTOR
ADOPTED EXPENDITURE BUDGETS
FY 10-11 thru FY 20-21



TAX COLLECTOR RETURNED FUNDS

FY 11-12 thru FY 18-19

FY 11-12	FY 12-13	FY 13-14	FY 14-15
$ 603,078	$ 245,760	$ 209,408	$ 207,323

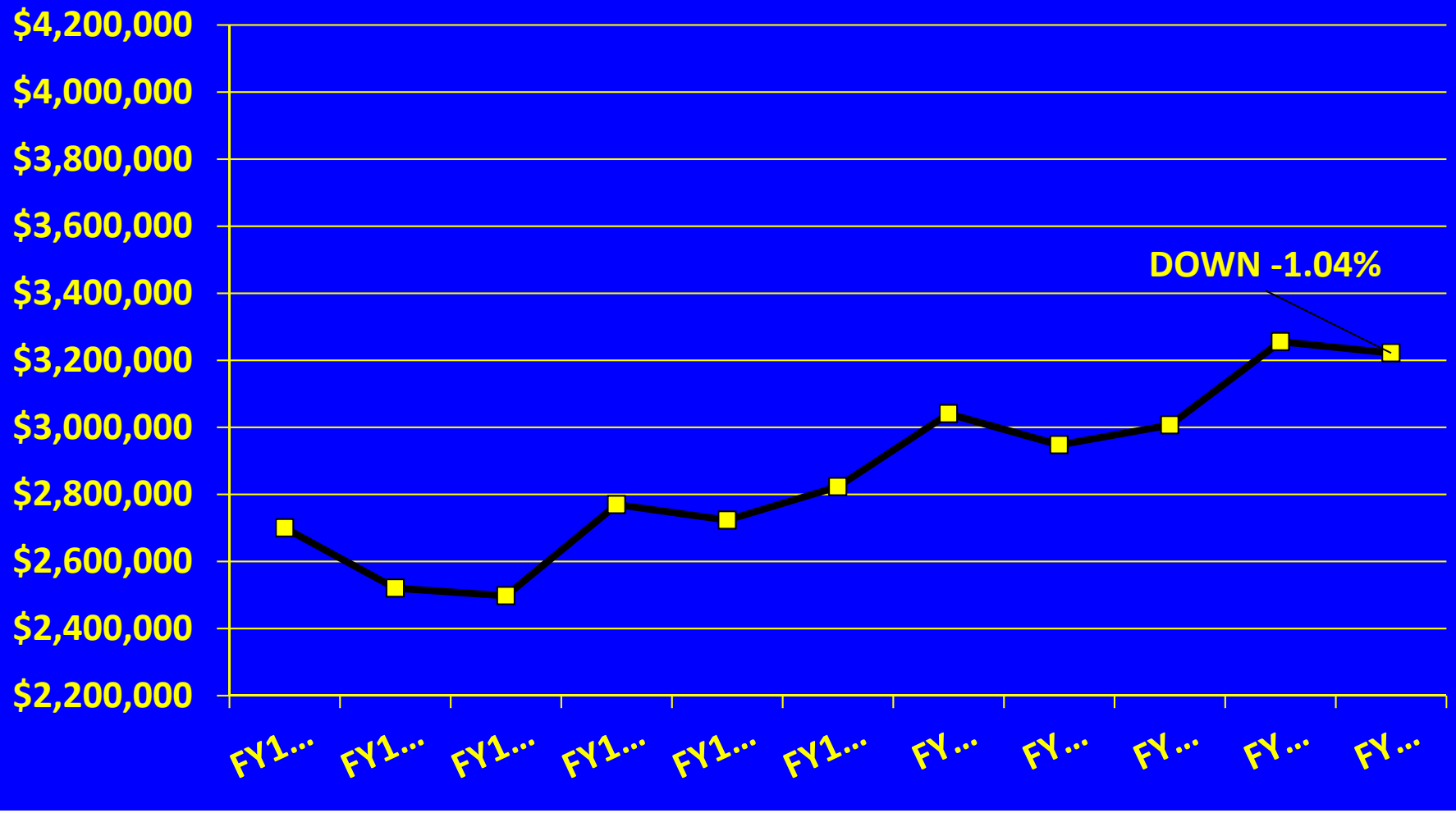
FY 15-16	FY 16-17	FY 17-18	FY 18-19
$ 383,433	$ 386,848	$ 387,930	$ 251,931

PROPERTY APPRAISER ADOPTED EXPENDITURE BUDGETS

FY 11-12 thru FY 20-21

FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
$ 2,520,302	$ 2,497,757	$ 2,769,537	$ 2,723,310	$ 2,823,037
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
$ 3,040,560	$ 2,947,798	$ 3,006,832	$ 3,255,577	$ 3,221,865

PROPERTY APPRAISER
ADOPTED EXPENDITURE BUDGETS
FY 10-11 thru FY 20-21



PROPERTY APPRAISER
RETURNED FUNDS
FY 11-12 thru FY 18-19

FY 11-12	FY 12-13	FY 13-14	FY 14-15
$ 138,790	$ 91,374	$ 54,577	$ 167,003

FY 15-16	FY 16-17	FY 17-18	FY 18-19
$ 129,985	$ 70,574	$ 43,147	$ 65,475

CLERK OF COURTS
ADOPTED EXPENDITURE BUDGETS
FY 11-12 thru FY 20-21

FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
$ 3,176,569	$ 3,213,890	$ 3,357,614	$ 3,383,926	$ 3,438,228

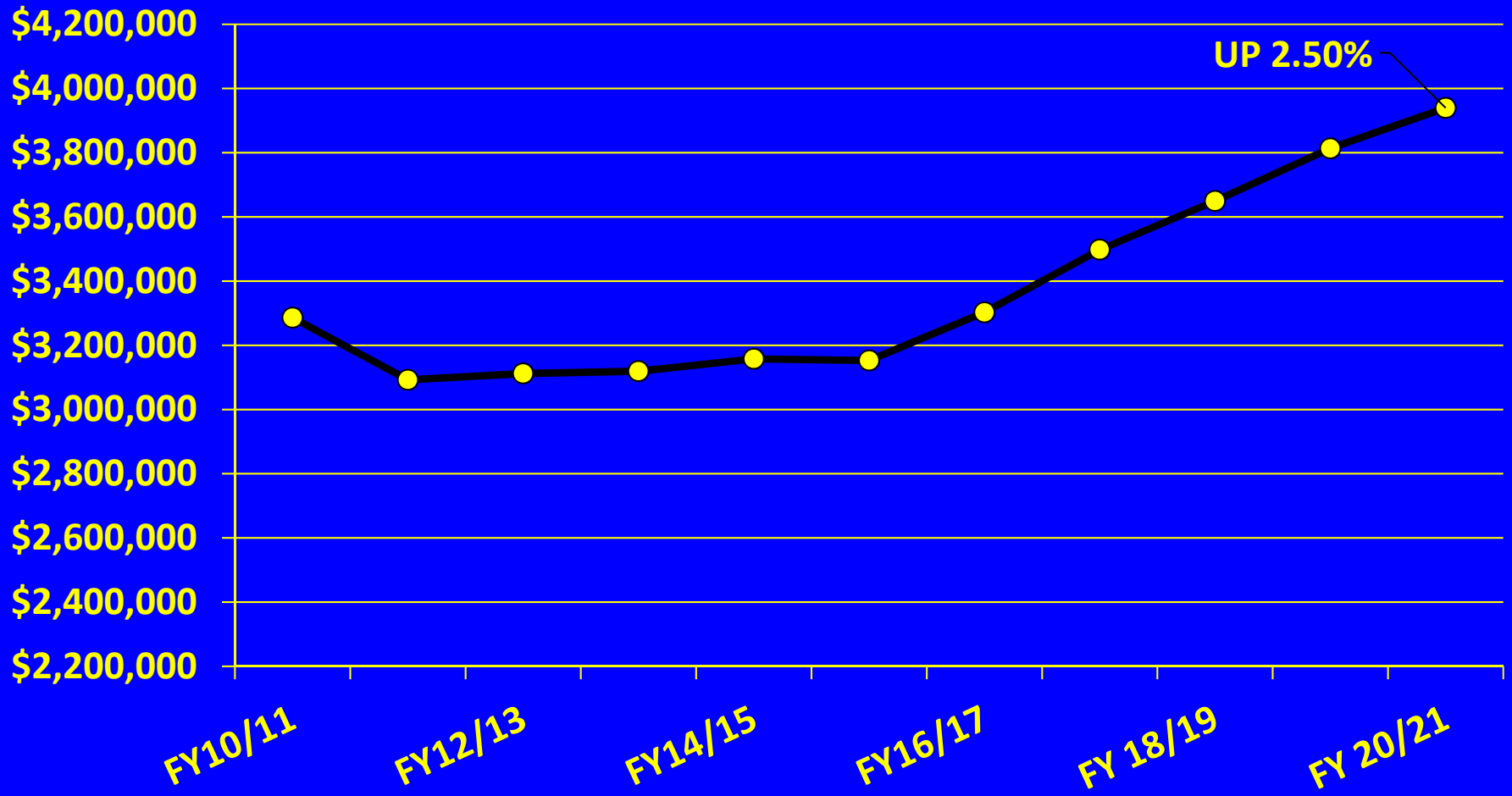
FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
$ 3,629,673	$ 3,829,558	$ 3,993,028	$ 4,159,362	$ 4,263,543

Reflects additional services added to the Clerk of Court's budget over the time frame shown above.

CLERK

ADOPTED EXPENDITURE BUDGETS

FY 10-11 thru FY 20-21



CLERK OF COURTS RETURNED FUNDS

FY 11-12 thru FY 18-19

FY 11-12	FY 12-13	FY 13-14	FY 14-15
$ 77,127	$ 34,220	$ 120,747	$ 30,297

FY 15-16	FY 16-17	FY 17-18	FY 18-19
$ 55,864	$ 50,191	$ 546	$ 19,003

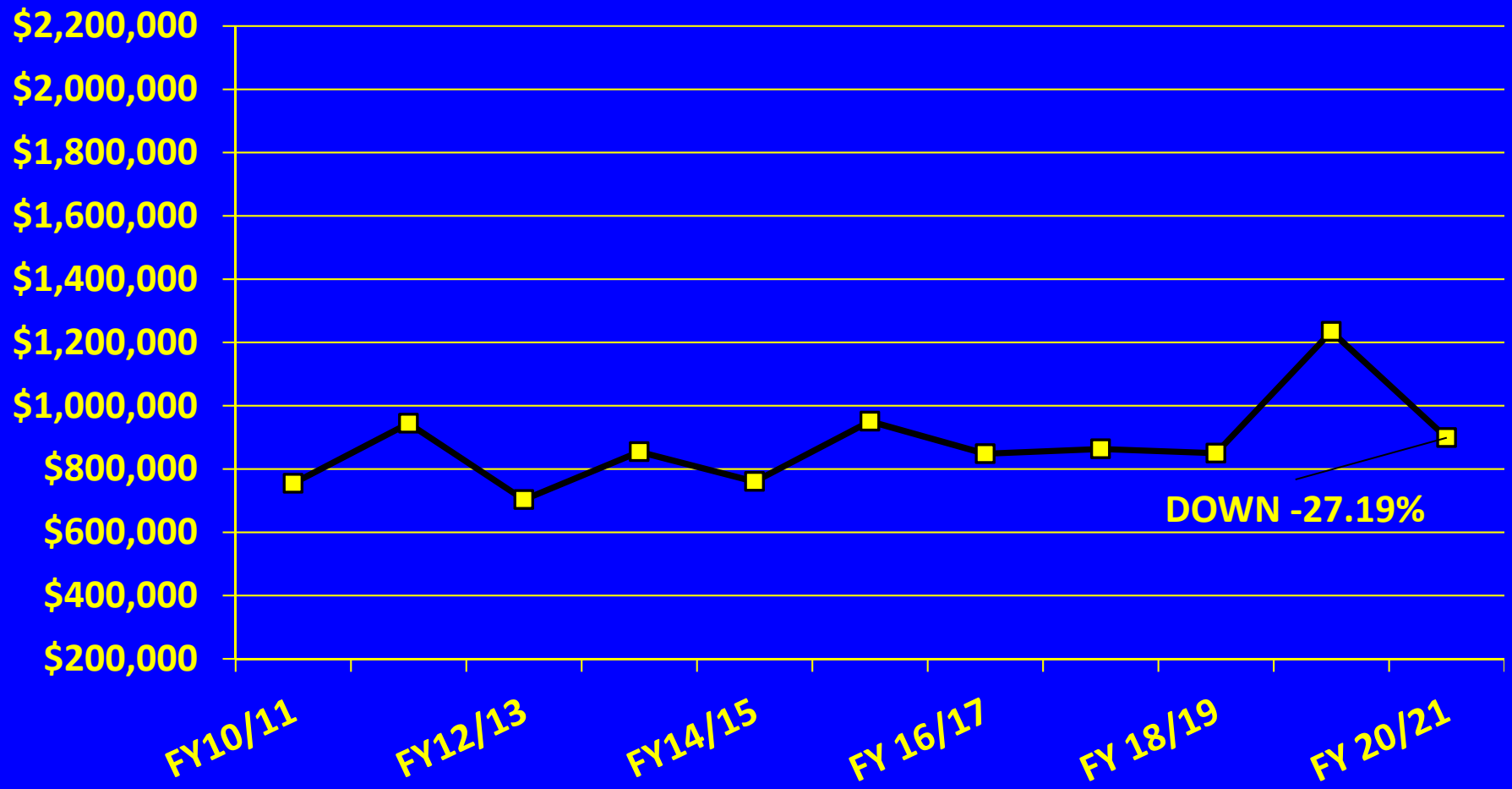
SUPERVISOR OF ELECTIONS ADOPTED EXPENDITURE BUDGETS

FY 11-12 thru FY 20-21

FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
$ 944,160	$ 702,947	$ 854,351	$ 760,378	$ 950,599

FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
$ 848,243	$ 863,325	$ 849,917	$ 1,234,583	$ 898,922

ELECTIONS
ADOPTED EXPENDITURE BUDGETS
FY 10-11 thru FY 20-21



SUPERVISOR OF ELECTIONS RETURNED FUNDS

FY 11-12 thru FY 18-19

FY 11-12	FY 12-13	FY 13-14	FY 14-15
$ 211,049	$ 80,097	$ 174,324	$ 125,173

FY 15-16	FY 16-17	FY 17-18	FY 18-19
$ 101,476	$ 136,012	$ 77,474	$ 35,822

TAXABLE VALUE NOTE:

- Property Appraiser's Taxable Values for FY 20/21 are showing an increase of approximately 3.25% over FY 19/20.

- It is Staff's recommendation to limit the budget increase to 2.00% in light of the preliminary effects of COVID19 and an effort to restore the General Fund's Fund Balance to the External Auditor's recommendation and Board's Fund Balance Policy.

GENERAL FUND
MILLAGE NEEDED TO COVER INCREASE

	FY 19/20 Adopted Budget	Increase of 2.00% Over FY 19/20 Adopted**	FY 20/21 Requested Budget	Requested Budget Exceeding 2.00% ***
General Fund Depts. - Board	$ 20,314,212	$ 20,720,496	$ 20,720,159	$ (337)
BOCC – Other (Mandates, etc)	7,886,889	8,044,627	8,038,918	(5,709)
Sheriff	29,367,194	29,954,538	30,615,208	660,670
Law Enforcement-BOCC	3,278,651	3,344,224	3,198,727	(145,497)
E911 Program/Dispatch	715,290	729,596	748,247	18,651
Clerk of Courts	4,159,362	4,242,549	4,263,543	20,994
Property Appraiser	3,255,577	3,320,689	3,221,865	(98,824)
Tax Collector *	1,839,354	1,876,141	1,885,338	9,197
Supervisor of Elections	1,234,583	1,259,275	898,922	(360,353)
TOTAL	$ 72,051,112	$ 73,492,135	$ 74,130,556	$ 98,793

* Estimated 2.50% Increase

** Budgeting $6.19 million Fund Balance

*** Mils needed to cover Increase: 0.02

FUND BALANCE POSITION

September 30, 2019 Comprehensive Annual Financial Report	
Unassigned Fund Balance	$17,133,264
FEMA Reimbursements received in FY 19/20	675,870
Estimated Fund Balance to be used in FY19/20	(1,250,000)
Fund Balance Budgeted in FY 20/21	(6,191,728)
Remaining Unassigned Fund Balance Available	$10,367,406
General Fund Recommended Budget FY 20/21	$73,590,927
100% Grant Programs	(1,870,806)
Capital Items	(200,574)
Transfers to Other Funds	(1,397,347)
Reserve for Contingency	(481,500)
Total General Fund Balance Per Policy	$69,640,700
One Month Expenditures	$ 5,803,392
Number of Months of Available Fund Balance	1.79 Months

DISCUSSION

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Supervisor of Elections Penny Ogg**

SUBJECT/TITLE: **Request for appointment of Canvassing Board member and alternate.**

STATEMENT OF ISSUE

Supervisor of Elections Penny Ogg has requested to be placed on the agenda to bring the Canvassing Board member and alternate selection before the Board for approval.

RECOMMENDED ACTION

Move approval to appoint the Supervisor of Election's proposed Canvassing Board member and alternate.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Approval of the agreement between the Southwest Florida Water Management District and Highlands County for the Sebring Watershed Management Program Update (Q099, SWFWMD Agreement No. 20CF0002701, 2020REV0006, County Project 19041).**

STATEMENT OF ISSUE

This cooperatively funded project with the Southwest Florida Water Management District (District) is to update a previously developed watershed management master plan (WMP) for the Sebring Watershed in Highlands County. The total budget for this project is $350,000; under the 75:25 REDI funding formula, the District committed up to $262,500 and Highlands County up to $87,500 of the total project. This amount was funded in FY 2019/2020 and 2020/2021.

The scope of this project is to update the WMP for the Sebring Watershed in Highlands County, through and including Floodplain Analysis, Level of Service, and Best Management Practices (BMPs).

RECOMMENDED ACTION

Move to approve the agreement between the Southwest Florida Water Management District and Highlands County for the Sebring Watershed Management Program Update (Q099, SWFWMD Agreement No. 20CF0002701, 2020REV0006, County Project 19041).

FISCAL IMPACT

There will be no additional fiscal impact beyond those budgeted in FY 19/20 and FY 20/21.

Attachments: Sebring Watershed Study Agreement-041620 mbm 061820_Clean.pdf

COOPERATIVE FUNDING AGREEMENT (TYPE 4)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
SEBRING WMP UPDATE (Q099)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HIGHLANDS COUNTY a political subdivision of the State of Florida, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of updating the WMP for the Sebring Watershed in Highlands County, through and including Floodplain Analysis, Level of Service, and Best Management Practices (BMPs), hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:
Ahmed Hamed
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Project Manager for the COOPERATOR:
Clinton Howerton
Highlands County
600 S. Commerce Avenue
Sebring, Florida 33870

Any changes to the above contact information must be provided to the other party in writing.

1.1 Project Managers are hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. Project Managers are not authorized to approve any time extension which will result in an increased cost, or which will exceed the expiration date set forth in the Contract Period Paragraph.

1.2 Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan attached hereto as an exhibit, the Funding Schedule contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 2 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement, or approve an increase in a line item amount if the total adjusted amount exceeds the COOPERATOR'S appropriation of funds in the fiscal year for which the adjustment is requested.

2. SCOPE OF WORK.

The DISTRICT shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the DISTRICT. The DISTRICT shall be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT shall be Three Hundred Fifty Thousand Dollars ($350,000). The COOPERATOR agrees to fund PROJECT costs up to Eighty Seven Thousand Five Hundred Dollars ($87,500) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR has fully appropriated from legally available funds the amounts set forth in the Funding Schedule for the first fiscal year of this Agreement. No later than October 31st of each year thereafter, the COOPERATOR shall provide documentation to the DISTRICT confirming that the COOPERATOR has fully appropriated from legally available funds the amounts set forth in the Funding Schedule for the then current fiscal year of this Agreement. The COOPERATOR shall ensure that the appropriated funds shall remain available for the

PROJECT until all reimbursements have been made to the DISTRICT as required by this Agreement. In the event the COOPERATOR fails to appropriate funds in accordance with this Funding Paragraph, the COOPERATOR is obligated to reimburse its share of DISTRICT expenses incurred in the amount of the funds the COOPERATOR appropriated, if any, for the PROJECT and the DISTRICT may terminate this Agreement by providing ten (10) days written notice to the COOPERATOR. The DISTRICT agrees to fund PROJECT costs up to Two Hundred Sixty Two Thousand Five Hundred Dollars ($262,500) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds $350,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved $131,250 for the PROJECT through Fiscal Year 2020. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT Governing Board, in its sole discretion, in its annual budgets for future fiscal years. If the DISTRICT does not approve additional funds needed for the PROJECT in a future fiscal year, the COOPERATOR is obligated to reimburse its share of DISTRICT expenses incurred in the amount of funds the COOPERATOR appropriated as of the date of the DISTRICT'S non-appropriation. In this event, the DISTRICT and the COOPERATOR, by mutual agreement, will reduce the PROJECT scope. COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.

3.2 The COOPERATOR shall reimburse the DISTRICT for the COOPERATOR'S share of the allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. The DISTRICT may contract with consultant(s), contractor(s) or both and the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The COOPERATOR shall reimburse the DISTRICT for twenty five percent (25%) of all allowable costs in each invoice received from the DISTRICT. Payment shall be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the COOPERATOR at the following address:

Highlands County
Clinton Howerton
600 S. Commerce Avenue
Sebring, Florida 33870

This Subparagraph shall survive the expiration or termination of this Agreement.

3.3 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The COOPERATOR shall not reimburse the DISTRICT for any purposes not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

3.4 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

> "I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the Sebring WMP Update (Q099) agreement between the Southwest Florida Water Management District and Highlands County (Agreement No. 20CF0002701/2020REV0006), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

4. COMPLETION DATES.

The DISTRICT shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the COOPERATOR in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the DISTRICT, the DISTRICT'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. The suspension of the DISTRICT'S obligations provided in this Paragraph shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2019 and shall remain in effect through October 2, 2023, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.

6. PROJECT RECORDS AND DOCUMENTS.

Upon request by the COOPERATOR, the DISTRICT shall permit the COOPERATOR to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the COOPERATOR. Payments made to the DISTRICT under this Agreement shall be reduced for amounts founds to be not allowable under this Agreement by an audit. The DISTRICT shall refund to the COOPERATOR all such disallowed payments. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it

are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. This Paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

Upon request by the COOPERATOR, the DISTRICT shall provide the COOPERATOR with copies of any and all data, reports, models, studies, maps or other documents resulting from the PROJECT.

9. LIABILITY.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement.

This Liability Paragraph does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this Liability Paragraph shall not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement.

This Liability Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied

its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

11. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

12. RECOGNITION.

The DISTRICT shall recognize COOPERATOR funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to COOPERATOR'S approval. If construction is involved, the DISTRICT shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the COOPERATOR. All signage must meet with COOPERATOR'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

13. LAW COMPLIANCE.

Each party shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

15. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the COOPERATOR and any consultant or contractor of the DISTRICT.

16. THIRD PARTY BENEFICIARIES.

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

17. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

18. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Highlands County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

19. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Paragraph shall survive the expiration or termination of this Agreement.

20. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

21. ENTIRE AGREEMENT.

This Agreement and the attached exhibit listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

22. DOCUMENTS.

The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit “A.”

Exhibit “A” Project Plan

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Amanda Rice, P.E. Date
Assistant Executive Director

ATTEST:

_____
Print Name:_____
Print Title:_____

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

By: _____
Date

Name: William R. Handley_____

Title: Chairman_____
Authorized Signatory

ATTEST:

_____
Robert W. Germaine, Clerk

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COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
SEBRING WMP UPDATE (Q099)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION
This is a multi-year funded project to update a watershed management plan (WMP) for the Sebring watershed (Watershed), which covers an area of approximately 26 square miles located in Highlands County, Florida. This WMP update will include watershed model; floodplain analysis; peer review; public meeting; and Board approval of final floodplain results. Currently, the flood analysis model for this area is over 10 years old and the Watershed includes regional or intermediate stormwater systems. The information developed from the PROJECT will assist the COOPERATOR with floodplain management as well as planning and development decisions. It will also support the DISTRICT'S Resource Management and Environmental Resource Permitting programs. The following elements of the DISTRICT'S Watershed Management Program will be performed: Watershed Evaluation, Floodplain Analysis, Level of Service, and BMP Alternative Analysis. These elements are defined under the Project Tasks section below. Project Tasks are to be accomplished according to the Project Schedule and Project Budget sections below. The DISTRICT will manage the PROJECT, which includes retaining consultants to perform the Project Tasks.

The completion of a WMP that will develop better floodplain information and implement floodplain management programs to maintain storage and conveyance and to minimize flood damage.

RESOURCE BENEFIT
The completion of the update to the Sebring WMP to develop better floodplain information and the completion of the LOS and BMP alternative analysis.

PROJECT TASKS
All work related to the PROJECT will be performed in accordance with the DISTRICT'S Watershed Management Program Guidance documents, effective as of the date of the execution of this Agreement. A list of these Guidance documents can be found at: *ftp://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents*.

1. WATERSHED EVALUATION – The systematic acquisition and assessment of watershed data through desktop and field reconnaissance and survey; and development of Geographic Watershed Information System (GWIS) database, or a Geographical Information System (GIS) database in a format approved by the DISTRICT, for the Watershed features. Watershed Evaluation defines the Watershed's natural conveyance and storage features as well as stormwater infrastructure. It also establishes the complexity of preliminary model features of the Watershed. To provide additional quality assurance, the deliverables will be peer reviewed by an independent and qualified consultant.

2. FLOODPLAIN ANALYSIS – Consists of tasks related to the management of surface water resources. These tasks include developing a watershed model and identifying associated floodplains. The watershed model and floodplain results will be peer reviewed by an

independent and qualified consultant. A preliminary floodplain open house will be held to solicit public comments.

3. LEVEL OF SERVICE - Task includes establishing flood protection level of service (FPLOS), identifying roadway and structure flooding, and estimating flood damage.

4. BMP ALTERNATIVE ANALYSIS – Task includes identifying drainage improvement projects through alternatives analysis and prioritization.

DELIVERABLES

- Monthly Status Reports
- Watershed Evaluation Report
- Watershed Model
- WMP Geodatabase
- Floodplain Justification Report
- Peer Review Report
- Comments Geodatabase
- FPLOS Analysis Report
- BMP Alternatives Analysis Report
- Fiscal year appropriation documentation

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the DISTRICT'S consultant. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

DESCRIPTION	COMMENCE	COMPLETE
1. Watershed Evaluation	12/02/2019	12/01/2020
2. Floodplain Analysis	12/01/2020	08/02/2021
3. Level of Service	08/02/2021	12/31/2021
4. BMP Alternatives Analysis	12/31/2021	12/30/2022

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Watershed Evaluation	$75,000	$25,000	$100,000
2. Floodplain Analysis	$75,000	$25,000	$100,000
3. Level of Service	$30,000	$10,000	$40,000
4. BMP Alternative Analysis	$82,500	$27,500	$110,000
TOTAL	$262,500	$87,500	$350,000

FUNDING SCHEDULE

FUNDING SOURCE	DISTRICT	COOPERATOR	TOTAL
FY2020	$131,250	$43,750	$175,000
FY2021	$131,250	$43,750	$175,000
TOTAL	$262,500	$87,500	$350,000

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Clinton Howerton Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve the purchase of a used 2015 Volvo A25G Off Road Water Truck Cab and Chassis with new tank for the Solid Waste Department.**

STATEMENT OF ISSUE

Request to approve the purchase of a used 2015 Volvo A25G Off-Road water truck with new tank in the amount of $265,000.00 for the Solid Waste Department. Attached for Board approval is a Request to Purchase Used Equipment or From Auction Form, per Section 12 of the purchasing manual for used equipment over $250,000.

The landfill currently has two (2) 3000 – gallon capacity water trucks, LF128-1992 Mack Truck chassis water truck with 3,000 gallons Dolphin tank that was acquired in 2000 and LF 245 – 2002 White Mack Truck chassis water truck with 3,000 gallons Dolphin water tank acquired in 2009. Both water trucks are 18-20 years old and have reached a point of unsafe operable condition due to numerous leaks, broken baffles in the tanks, weak pumps and multiple mechanical issues. Purchase of an off-road water truck will double hauling capacity and be better to withstand the conditions and environment of the landfill. The trucks larger capacity and ability to self-load and access rougher terrain gives the landfill a better option to combat fires at any location on the property. The Off-road water truck will also increase productivity in the daily watering of roads to control dust throughout the dry season.

The Board of County Commissioners (BCC) as part of the FY 19/20 Adopted Budget (See Attachment A for adopted budget, 4-point justification and CFS) approved the purchase of a Landfill Off-Road water truck fabricated with a used Articulating Truck cab and chassis with a new 6,000 gallons water tank. Price quotes for a used Off-road truck cab and chassis with a new water tank were obtained from Alta Equipment Company (Previously Flagler Construction Equipment) (Attachment B) and Linder Industrial Machinery (Attachment C). Other companies like Triple E Equipment Sales Corp. could only quote on a used Off – Road truck cab and chassis with a used tank. (Attachment D) Alta Equipment company submitted the lowest quote and offered the newest off-road truck cab and chassis that was in the best condition in the amount of $265,000. Alta also offered a two (2) year/ Additional 2000 hours Powertrain & Hydraulic warranty in their price quote for an additional $14,700.00 that will not be utilized.

RECOMMENDED ACTION

Move to approve the purchase of a used 2015 Volvo A25G Off Road Water Truck cab and chassis with a new 6,000-gallon water tank in the amount of $265,000.00.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 19/20 budget as this piece of equipment was budgeted in the FY 19/20 budget under Cost Center (4210), Account 56400 – Machinery and Equipment in the amount of $300,000.00.

Attachments:
Attachment A complete Water Truck 4 pages Adopted FY19-20 Solid Waste Budget, 4-point & CFS.pdf
Alta price Quote.pdf
Attachment C 7-9-20 Woodard email w updated linder Komatsu price quote using old specs.pdf
Attachment D Triple E Equipment price quote.pdf
Request for Used Equipment Purchase.pdf

Highlands County
Expenditures By Cost Center - Detail 1 Year

Center: 4210 REFUSE DISPOSAL SYSTEM

Fund	Account	Proj/Acct	Title	2018 - 2019 Budget	2018 - 2019 Actuals	Current EOY Projection	2019 - 2020 Request	Variance
401	55404	53400	DUES & MEMBERSHIPS	$945	$698	$898	$975	3.2%
			CDM RECERT (1 @ $175)				$175	
			RFT DUES (2 @ $150/EA)				$300	
			SWANA DUES (2 @ $250/EA)				$500	
401	55500	53400	BAD DEBT EXPENSE	$0	$1,117	$0	$0	100.0%
401	55900	53400	DEPRECIATION EXPENSE	$698,565	$0	$663,637	$528,190	(24.4%)
			ESTIMATED DEPRECIATION EXPENSE				$525,000	
			RECYCLING - ESTIMATED DEPRECIATION EXPENSE				$3,190	
401	59010	53400	TRANSFERS OUT	$92,916	$0	$88,270	$101,171	8.9%
			ENVIRONMENTAL CONTROL LAW ENFORCEMENT SVCS				$101,171	
Non Personal Expenditures				**$3,011,958**	**$905,261**	**$2,911,628**	**$2,688,199**	**(10.7%)**
401	56300Z	53400	PROJECT IMPROVEMENTS	$250,000	$0	$250,000	$250,000	0.0%
			ROLLOVER PROJECT 17043 CELL 1 & 3 LFG COLLECTION SYSTEM DESIGN & CONSTRUCTION				$250,000	
401	56400	53400	MACHINERY & EQUIPMENT	$380,000	$79,316	$380,000	$449,350	18.3%
			COMPUTER & 2 MONITORS (NEW PW SPEC)				$1,150	
			COMPUTER & 2 MONITORS (NEW SW OP MGR)				$1,200	
			LANDFILL MEDIUM DUTY TRACK EXCAVATOR				$138,000	
			LANDFILL OFF-ROAD WATER TRUCK				$300,000	
			NEW ZERO TURN ROTARY MOWER				$9,000	

Highlands County

Budget Issues - Detail

4210 REFUSE DISPOSAL SYSTEM

Issue	Project	Fund	Title
AUTO - 277		401	4210 REFUSE DISPOSAL SYSTEM

LANDFILL OFF-ROAD WATER TRUCK

1. DESCRIPTION: Purchase of a Landfill Off-Road water truck fabricated with a used Articulating Truck chassis with less than 4000 hours of use and a new 6,000-gallon water tank and a hydraulically driven pump with suction capabilities installed on the chassis.

2. IMPACT: The two (2) existing 3,000-gallon water trucks, LF 128 – 1992 Yellow Mack Truck chassis water truck with 3,000-gallon Dolphin water tank that was acquired in December, 2000 and LF 245 – 2002 White Mack Truck chassis water truck with 3,000-gallon Dolphin water tank that was acquired in February, 2009 will be put up for disposition. Both water trucks are nearing a stage of unsafe operable condition due to the harsh environment at the landfill and continuous work load. Both trucks have numerous leaks, broken baffles in the tanks, weak pumps and mechanical issues.

3. PERFORMANCE MEASURE(S): The Off-Road water truck will have an articulating truck chassis that is designed for heavy workloads and the twisting and rolling that occurs while applying water at the landfill site to control dust. The unit will provide watering in a much safer and more effective and efficient method to complete the task of dust control. The other benefit is that the Off-Road Truck has a volume of 6,000 gallons, which is twice the volume of each of the existing trucks and has the capability of pumping from a much greater distance to combat a landfill fire if one occurs.

4. SPECIFICATION(S)/DETAIL(S): The estimated cost of the Landfill Off-Road water truck is $300,000.00.

Capital Expenditures		**FY 19 - 20**
56400	MACHINERY & EQUIPMENT	$300,000
	LANDFILL OFF-ROAD WATER TRUCK	*$300,000*
	Capital Expenditures Total:	**$300,000**
	Issue Total	**$300,000**

Capital Financial Strategy (CFS)
Project Request Form
(For Projects / Items Costing Over $25,000)

(Page 1 of 2)

Project Title:	**Purchase of Landfill Off-Road Water Truck**				**Category Criteria**	**Critical Repairs**
Responsible Department:	**SOLID WASTE (LANDFILL)**				**Project Category:**	**Solid Waste**
Project Manager:	**Robert A. Diefendorf, Jr.**				**Project Location:**	**N/A**
CFS Identification Number:					**Programmed:**	**Yes**
Project Type:	( ) On-going	( ) 1-Year	( ) Multi-Yr		**Project Priority:**	**1**
	(x) New	( ) Revised	( ) Existing		**Projected Date of Completion:**	**FY 19/20**

BUDGETED EXPENDITURE SCHEDULE

Project Elements:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
Pre-Construction (i.e. Survey)								
Design / Plans / Engineering								
Land Acquisition								
Permits								
Construction								
Inspection / Testing								
Project Management								
Furniture / Fixtures / Equipment			300,000					
Contingency / Miscellaneous								
Other / Indirect								
Total Expenditures	$ -	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

Project Description:

Purchase of a Landfill Off-Road water truck fabricated with a used Articulating Truck chassis with less than 4,000 hours of use and a new 6,000 gallon water tank and a hydraulically driven pump with suction capabilities installed on the chassis. The two (2) existing 3,000 gallon water trucks, LF 128 - Yellow Mack Chassis water truck with 3,000 gallon Dolphin water tank and LF 245 - White Mack Chassis water truck with 3,000 gallon Dolphin water tank, will be put up for disposition.

Project Need / Justification / Benefits:

The landfill has two (2) 3,000 gallon water tanks to use for dust control on landfill shell roads and interior cell roads to dump areas. Both units have numerous leaks, broken baffles in the tanks, weak pumps and mechanical issues. The 1992 yellow Mack chassis truck (LF128) was acquired in December, 2000 and currently has 9,559 hours but has had a couple new hour meters installed. The 2002 white Mack chassis truck (LF 245) was acquired February, 2009 and currently has 4,411 hours and also has had a couple new hour meters installed. Both of these units are nearing a stage of unsafe operable condition due to the harsh environment at the landfill and continuous work load. The Off-Road water truck will have an articulating truck chassis that is designed for heavy workloads and the twisting and rolling that occurs while applying water at the landfill site to control dust. This unit will provide watering in a much safer and more effective and efficient method to complete the task of dust control. The other benefit is that the off-road water truck has a volume of 6,000 gallons, which is twice the volume of each of the existing trucks and can pump water from a greater distance to combat a landfill fire if one occurs.

List of Equipment (to be Purchased) from Furniture / Fixtures / Equipment Above:

One (1) Landfill Off-Road Water truck	300,000		

Project Title: (Page 2 of 2) **Purchase of Landfill Off-Road Water Truck**

REVENUE / FUNDING SCHEDULE

#1) County Funding:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
General Fund								
Tourism Tax								
Grants (Federal, State. And Local)								
Impact Fees								
1/2 Cent Sales Tax								
Infrastructure Surtax								
Gas Tax								
Communications Tax								
Other			300,000					
Total Funding:	-	-	300,000	-	-	-	-	$ 300,000

#2) Grant Funding:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
Federal Grants								
State Grants								
Other Grants								
Total Grant Funding:	-	-	-	-	-	-	-	$ -

#3) Other Outside Funding:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
Bank Loan / Debt								
Bond Proceeds								
Internal Financing								
Total Other Outside Funding:	-	-	-	-	-	-	-	$ -

#4) Revenue Enhancements:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
Total Revenue Enhancements:	-	-	-	-	-	-	-	$ -

Revenue Funding Summary:	PYs as of 9/30/2018	FY 18/19 Budgeted	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Beyond 5th
County Funding	-	-	300,000	-	-	-	-	
Grant Funding	-	-	-	-	-	-	-	
Other Outside Funding	-	-	-	-	-	-	-	
Revenue Enhancements	-	-	-	-	-	-	-	
Total Revenue Funding:	$ -	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000

This section must be completed for all projects.
Please list future revenues and expenses of each project per year once fully operational.

Net Operational Impact:

A. Revenues Generated:		B. Expenses Incurred:				Net Impact
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-	
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-	
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-	
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-	
Revenue Totals (A.1 -to- A.4)	-	Expense Totals (B.1 -to- B.8)			-	$ -

ALTA EQUIPMENT COMPANY

Quote

Alta Construction Equipment Florida

DATE: JULY 1, 2020

8418 Palm River Rd, Tampa, Fl. 33619
Phone 727-871-6822 Fax 813-630-2233
kgray@altaequipfl.com

Highlands County Solid Waste
12700 Arbuckle Creek Road
Sebring, FL 33870

QUANTITY	DESCRIPTION	BALANCE	AMOUNT
1	Used 2015 Volvo A25G S/N# 740206 with New 6,000 Gallon Water Tank		$265,000
	2 Year/Additional 2000 Hour Powertrain & Hydraulic Warranty (This will add warranty to the machine until the machine has 6,900 total engine hours).		$14,700
	Machine has 4,900 hours.		
	Sales price includes delivery to Highlands County Solid Waste		
			$279,700

ALTA CONSTRUCTION EQUIPMENT QUOTE
Salesman Kevin Gray
Phone 813-391-8159
Quote is good for 30 days

3275 Mulford Rd.
PO Box 408
Mulberry, FL 33860
Office: 863-425-7795
Fax: 863-425-7706

Authorized Dealer and Manufacturer
Tidal Wave Tanks

Web Site: www.tidalwavetanks.com

Tidal Wave Tanks & Fabrications Inc.

February 6, 2020

Tyler Wright
Volvo Remarketing

Thank you for the opportunity to quote a 6,000 gallon water tank for a Volvo A25. The tank will be fabricated to the following specifications:

1. Tank is fabricated with ¼" carbon steel shell plates and 3/8" bottom plate.
2. Full length and height interlocking baffles and bulkheads using ¼" plate, 100% welded with sure-flow design for optimum surge performance.
3. 3" schedule 40 pipe spray bars and fill line.
4. 28" manway on top of tank.
5. Level sight gauge in the front of tank.
6. Access ladder mounted on the front of tank.
7. 1-1/4" schedule 80 seamless pipe for the hydraulics, run through the tank for cooling of the oil.
8. Water pump is a Berkley B3ZRM (4x3) driven with a Permco hydraulic motor.
9. Front mounted Parker hydraulic block with relief valve, factory set at 2800 PSI.
10. One-way check valve installed in hydraulic lines at rear of tank.
11. Three spray heads on rear and two in front, 3" BMC heads with in-cab controls.
12. One remote water cannon, air operated with 2-1/2" x 7/8" brass nozzle and in cab controls.
13. One rear mounted hose reel with 50' of 1" hose and wash down nozzle.
14. Interior of tank is painted with Marine grade epoxy and exterior with two coats of acrylic enamel.
15. Easy to follow picture and text installation guide.
16. Operator / Parts manual for ordering replacement parts in the future.
17. One year warranty on craftsmanship of tank and OEM warranty on the components.
18. Light bar for rear of tank.

- Suction Load

Respectfully submitted,

Martha Jennings,
President

A25G
VOLVO

A25G
VOLVO

Diefendorf Jr, Robert A.

From: Gregory L. Woodard <Gregory.Woodard@linder.com>
Sent: Thursday, July 9, 2020 11:52 AM
To: Diefendorf Jr, Robert A.
Subject: Re: Linder: Quote on off-Road Water Truck

[**CAUTION:** External Message*]

Bob
The ADT truck is a 2017 year of manufacturing. Not 2014 as we originally discussed
Thanks
Greg

Sent from my iPhone

> On Jul 9, 2020, at 11:43 AM, Diefendorf Jr, Robert A. <rdiefendorf@highlandsfl.gov> wrote:
>
> Greg,
>
> Was the truck a 2017? I thought you informed me and I wrote down it was a 2014.
>
> ---
>
> **From:** Gregory L. Woodard [mailto:Gregory.Woodard@linder.com]
> **Sent:** Thursday, July 9, 2020 11:30 AM
> **To:** Diefendorf Jr, Robert A. <rdiefendorf@highlandsfl.gov>
> **Subject:** Linder: Quote on off-Road Water Truck
>
> [**CAUTION:** External Message*]
>
> Bob,
>
> Configurated Water Trucks from all dealers comes from a ADT or Off Road Dump Truck. The bed is removed from the ADT chassis and then the water tank is installed.
> The Komatsu ADT chassis that we can provide is a 2017 Komatsu HM300-5 that has 5100+ hours.The original sale price remains $ 284,500 delivery to your Solid Waste Facility. Let me know if this works.
> Thanks again for you patience in this process
>
> Regards
> Greg Woodard

Sent from my iPhone

On Jul 9, 2020, at 9:57 AM, Diefendorf Jr, Robert A. <rdiefendorf@highlandsfl.gov> wrote:

Good morning Greg,

I really need to get the quote this morning to assess quotes and prepare an agenda item. Thanks.

Robert A. Diefendorf, Jr., E.I.
Project Manager
County Engineering Department
Transportation/Landfill/Recycling/Utility Division
Highlands County Board of County Comissioners
505 S. Commerce Avenue
Sebring, Florida 33870-3869
Phone: (863) 402-6877
Fax: (863) 402-6548
rdiefend@hcbcc.org

From: Gregory L. Woodard [mailto:Gregory.Woodard@linder.com]
Sent: Tuesday, July 7, 2020 6:09 PM
To: Diefendorf Jr, Robert A. <rdiefendorf@highlandsfl.gov>
Subject: Re: Quote on off-Road Water Truck

[**CAUTION:** External Message*]

Bob,

I am working to verify the actual truck. I hope to have you an answer Wednesday. I will contact you Wednesday with more information. The new Dolphin tank has been acquired. We have two ADT to choose from and we are having an complete inspection performed on both.
Thanks for your patience
Greg

Sent from my iPhone

On Jul 7, 2020, at 6:00 PM, Diefendorf Jr, Robert A. <rdiefendorf@highlandsfl.gov> wrote:

Greg,

Was checking on status of the price quote on the off-road water truck that had 5000 hours.

Robert A. Diefendorf, Jr., E.I.
Project Manager
County Engineering Department
Transportation/Landfill/Recycling/Utility Division
Highlands County Board of County Comissioners
505 S. Commerce Avenue
Sebring, Florida 33870-3869
Phone: (863) 402-6877
Fax: (863) 402-6548
rdiefend@hcbcc.org

In response to the Coronavirus COVID-19, Linder is taking all appropriate measures to ensure the safety of its employees, customers and suppliers. We are open for business and ready to support you.

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

In response to the Coronavirus COVID-19, Linder is taking all appropriate measures to ensure the safety of its employees, customers and suppliers. We are open for business and ready to support you.

In response to the Coronavirus COVID-19, Linder is taking all appropriate measures to ensure the safety of its employees, customers and suppliers. We are open for business and ready to support you.

LINDER WIRTGEN GROUP KOMATSU Authorized Dealer

Configuration

KOMATSU HM300-3 Cab and Chassis with 4100 hours
CAB W A/C
23.5 X 25 RADIAL TIRES
ARTICULATED STEERING
HYDRO PNEUMATIC SUPENSION FRONT AND REAR
TRANSMISSION SIX SPEED FORWARD TWO REVERSE
FULL TIME ALL WHEEL DRIVE 6X6
AIR SUSPENSION OPERATOR SEAT W 3 ' BELT
DOLPHIN 6500 GL. WATER TANK W HYDRAULIC SUCTION LOAD NG PUMP

SPECIFICATIONS:
New Dolphin 6,500 gallon tank mounted on an
Komatsu HM300-3 Chassis
AT-65 Hydraulic
1/4" Structure and... 1/4" Structure and Baffles
A36 Mild Steel Tank to be constructed of A36 Mild Steel
5 - Hydraulic Pow... 5 - Dolphin Hydraulic Power Spray Heads
Berkeley B52364 Berkeley, B3JRMBM, 4X3 water pump, 1,050 GPM
Fire Pro Hydraulic... Fire Pro hydraulic operated water monitor
Reelcraft 1-1/2" Reelcraft 1-1/2" X 50' washdown hose with reel
Control Box In-Cab for spray head controls and joystick
for remote water monitor
Control Box - Hyd... 0.00
Dupont Colar 2.1 ST epoxy coating on inside of tank, or
equivalent
Epoxy Coating 0.00
Water Level TankVision water level indicator
Hydraulic Valve Hydraulic Diverter Valve, with flow controls
P, P, D Tank primed, painted, and decaled

Total Selling Price

Machine Selling Price	$284,500 00
Net Selling Price	**$284,500.00**

04/10/2020

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

All quotations are subject to change without notice

Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

Terms of sales are subject to credit approval

LINDER WIRTGEN GROUP KOMATSU® Authorized Dealer

Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

ATTACHMENT D

TRIPLE E EQUIPMENT SALES CORP

835 PLAIN STREET
MARSHFIELD, MA 02050
Tel: 781-837-9601
Fax: 781-837-9621

6600 HIGHWAY 70 EAST
OKEECHOBEE, FL 34972
Tel: 863-467-8300
Fax: 863-467-8301

QUOTE

QUOTE TO:

APRIL 8, 2020

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
12700 ARBUCKLE CREEK ROAD
SEBRING, FL 33870

2006 CAT 725 WATER TRUCK
SN#B1L00505
6,980 HOURS
6,000 GALLON TANK
FIVE AIR OPERATED SPRAY HEADS (3 REAR, 2 FRONT)
REMOTE CANNON ON RIGHT SIDE
$159,500

2012 CAT 725 WATER TRUCK
SN#B1L02783
8,508 HOURS
6,000 GALLON TANK
FIVE AIR OPERATED SPRAY HEADS (3 REAR, 2 FRONT)
REMOTE CANNON ON RIGHT SIDE
$219,500

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

REQUEST TO PURCHASE USED EQUIPMENT OR FROM AUCTION

To: Purchasing Manager

From: 4210 - Solid Waste
Department / Division Name

Date: 7/21/20

A written request is being made to exercise the oprion to purchase from:

[X] used equipment
[ ] from auction (new or used)

Item For Consideration:
Off-Road Water truck with used 2015 Volvo A25G Articulating truck cab and chassis with new 6000 gallon water tank. Truck Serial No. 740206. For price of $265,000 from Alta Eqllipment Company.

Justification:
The FDEP landfill operating permit requires a water truck on site for fires and to control dust. The two (2) existing water trucks are 18-20 years old and have reached a point of unsafe operable condition due to numerous leaks, roken bafflesin the tanks, weak pumps, and multiple mechanical issues.

For all requests:
[X] Approved [ ] Denied
Kristine Davis — Purchasing Manager — 7-9-20 Date

For all requests over $50,000.00:
[X] Approved [ ] Denied
Randy Vosburg — Digitally signed by Randy Vosburg Date: 2020.07.13 22:35:23 -04'00' — County Administrator — Date

For all requests over $250,000.00:
[ ] Approved [ ] Denied
Chairman of the Board — Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Rebecca Cable, Human Resources Manager**

SUBJECT/TITLE: **Request approval of the Insurance Committee's recommendation for Stop Loss Deductible, premium structure and plan design for Insurance Plan Year 2020-2021.**

STATEMENT OF ISSUE

At the July 16, 2020 Special Meeting of the Insurance Committee, the Gehring Group presented several options for funding for the 2020-2021 Plan Year. The total expected increase as calculated by the Actuary is 5.4%. The Insurance Committee determined that the best course of actions is to increase the County's Stop Loss deductible from $200,000 to $225,000, creating a 1.8% decrease in the County's Fixed Costs (-$15,519). The Insurance Committee is recommending the attached Funding and Rate structure, labelled "Option 5." This would require the Insurance Fund to adjust the employer contribution to $818 Per Employee Per Month (PEPM), a 2.9 percent increase, to allow the County to keep the Base Plan, Employee Only coverage "free." The remaining increase amount would be allocated to each plan and tier according to that plan and tier's portion of cost.

RECOMMENDED ACTION

Move to approve the Insurance Committee's recommended Stop Loss Deductible, premium structure and plan design as presented.

FISCAL IMPACT

The employer funding increase represents a $228,804 decrease to the Insurance Fund for Plan Year 2020-2021.

Attachments: Insurance Committee Minutes_7.16.2020 Special Meeting.pdf
Cost Scenarios - Options 4-6.pdf

INSURANCE COMMITTEE MINUTES
July 16, 2020 Special Meeting

Members in Attendance: Ron Handley, Chairman
Rob Reed, Highlands County Sheriff
Haydeliz High, Tax Collector
Jerome Kaszubowski, Clerk of Courts
Omar DeJesus, Sun 'N Lake of Sebring Improvement District
Dusty Johnson, Public Citizen
Samuel Klatt, Property Appraiser

Others in Attendance: Rebecca Cable, BCC Human Resources
Elaine Wood, BCC Human Resources
Athena Erchard, Gehring Group
Shawn Fleming, Gehring Group

The meeting was called to order at 10:03 A.M. by Commissioner Handley, Chairman.

The announcement sheet was read by Commissioner Handley.

This being a Special Meeting, there are no minutes of the previous Insurance Committee Meeting to approve.

Old Business:

None.

New Business:

Renewal Discussion and Funding options for the 2020-2021 Plan Year:

Stop Loss Renewal: Gehring Group presented three renewal options for Stop Loss (Exhibit A). The first was to make no changes to the current deductible of $200,000. Making no change resulted in a 6.3% increase in fixed costs ($80,778). Moving the deductible to $225,000 would result in a 1.2% decrease in fixed costs (-$15,519) and moving the deductible to $250,000 would result in a 9.9% decrease in fixed costs (-$84,459). The Committee discussed the various options and decided that taking on an additional $50,000 in risk for potential high-cost claimants was not the best option for this Plan Year. Rob Reed made a motion to increase the Stop Loss for the 2020-2021 Plan Year to $225,000. Omar DeJesus seconded. All members voted, "aye," the motion carried.

Funding Options: Athena Erchard and Shawn Fleming from Gehring Group presented several scenarios to the Committee, attached as Exhibit B. The Actuary set rates in a way that will cover

claims for the coming plan year based upon historical data and recommended a 5.4% increase in funding. Each option was numbered to make it easier to facilitate the discussion. Tasha Morgan, Business Services Director stated the Board's position, discussed at the previous Tuesday's Budget Workshop meeting, that there has not been any additional money budgeted for an insurance increase and that the increase will need to be pushed to employees. Rob Reed stated he felt that the employer should fund around 4% of an increase, especially if there are no raises being given to employees that year, and that increases should be allocated to those tiers of the plan with the highest costs. The Committee narrowed their selection to Option 5 very quickly. This mirrors Rob Reed's suggestion that the County absorb some portion of the increase and then allocate costs to the tiers of coverage with the highest costs. This option keeps the single employee rate for the Base Plan as a "free" option, and then staggers the rates by tier and Plan. In this case, the employer would absorb 2.9% of the increase (to keep the Base Plan, Employee Only "free") which would reset the employer contribution to $818.00 PEPM (per employee per month). The Mid plan would receive a 6.9% increase and the Premium Plan an 8.9% increase. Dusty Johnson made a motion to implement Option 5 as written with the exception of rounding each premium amount to the next highest whole dollar amount. Rob Reed seconded. All members voted, "aye," with the exception of Jerome Kaszubowski, who voted, "nay," the motion carried.

Discussion Items Tabled from June 18, 2020 Regular Insurance Committee Meeting:

Omada:

The Committee revisited the topic of Omada and expressed concern about the potential start-up cost and uncertainty regarding the later benefits that might be gained. Shawn Fleming from Gehring Group stated that there is typically a Return on Investment from the perspective of prevention of Diabetes, since the pharmacy costs and comorbid conditions would be avoided. The biggest difference between this and other programs is that data is fed directly to Omada and the coach and participant work together. The Committee recommended that we revisit in a future renewal discussion.

Plan Year Change:

The Committee felt that with the current budget restraints and uncertainty regarding the COVID-19 pandemic, it is not a good time to take on any additional risk or expense by realigning the Plan Year to a January – December schedule so they asked to bring this item back in a future renewal discussion.

The next Insurance Committee Regular Meeting will be held October 15, 2020 at 10:00 AM.

There being no further business, Chairman Handley adjourned the meeting at 11:24AM.

Highlands County Board of County Commissioners
Medical ASO & Stop Loss Evaluation
October 1, 2020 - September 30, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current			Renewal			Alt. Renewal 1			Alt. Renewal 2		
		Cigna			Cigna			Cigna			Cigna		
MEDICAL ADMINISTRATION													
Rate Guarantee		9/30/2022	9/30/2023	9/30/2024	9/30/2022	9/30/2023	9/30/2024	9/30/2022	9/30/2023	9/30/2024	9/30/2022	9/30/2023	9/30/2024
Composite Rate		$43.00	$43.75	$44.52	$43.00	$43.75	$44.52	$43.00	$43.75	$44.52	$43.00	$43.75	$44.52
TOTAL ADMINISTRATIVE COSTS	*829*		**$427,764**			**$427,764**			**$427,764**			**$427,764**	
$ Increase / (Decrease)			**N/A**			**$0**			**$0**			**$0**	
% Increase / (Decrease)			**N/A**			**0.0%**			**0.0%**			**0.0%**	
SPECIFIC STOP LOSS													
Lasered Claimants			No Laser			No Laser			No Laser			No Laser	
Specific Deductible			$200,000			$200,000			**$225,000**			**$250,000**	
Covered Benefits			Medical & Prescription			Medical & Prescription			Medical & Prescription			Medical & Prescription	
Contract Basis			24/12			24/12			24/12			24/12	
Annual Max Reimbursement			Unlimited			Unlimited			Unlimited			Unlimited	
Composite Rate			$81.22			$89.34			$79.06			$72.01	
TOTAL ISL ANNUAL PREMIUM	*829*		**$807,977**			**$888,754**			**$786,489**			**$716,355**	
$ Increase / (Decrease)			**N/A**			**$80,778**			**-$21,488**			**-$91,621**	
% Increase / (Decrease)			**N/A**			**10.0%**			**-2.7%**			**-11.3%**	
AGGREGATE STOP LOSS													
Claims Corridor			125%			125%			125%			125%	
Covered Benefits			Medical & Prescription			Medical & Prescription			Medical & Prescription			Medical & Prescription	
Contract Basis			24/12			24/12			24/12			24/12	
Annual Max Reimbursement			Unlimited			Unlimited			Unlimited			Unlimited	
Composite Rate			$4.83			$4.83			$5.43			$5.55	
TOTAL ASL PREMIUM	*829*		**$48,049**			**$48,049**			**$54,018**			**$55,211**	
$ Increase / (Decrease)			**N/A**			**$0**			**$5,969**			**$7,163**	
% Increase / (Decrease)			**N/A**			**0.0%**			**12.4%**			**14.9%**	
Total Stop Loss % Increase/Decrease			**N/A**			**9.4%**			**-1.8%**			**-9.9%**	
TOTAL FIXED COSTS			**$1,283,789**			**$1,364,567**			**$1,268,271**			**$1,199,331**	
$ Increase / (Decrease)			**N/A**			**$80,778**			**-$15,519**			**-$84,459**	
% Increase / (Decrease)			**N/A**			**6.3%**			**-1.2%**			**-6.6%**	
EXPECTED CLAIMS COSTS													
Composite Rate			$970.07			$1,022.07			$1,053.72			$1,068.52	
Annual Expected Claims Costs	*829*		**$9,650,215**			**$10,167,572**			**$10,482,376**			**$10,629,656**	
TOTAL EXPECTED & FIXED COSTS			**$10,934,004**			**$11,532,139**			**$11,750,647**			**$11,828,987**	
$ Increase / (Decrease)			**N/A**			**$598,135**			**$816,643**			**$894,983**	
% Increase / (Decrease)			**N/A**			**5.5%**			**7.5%**			**8.2%**	
MAXIMUM CLAIMS COST													
Composite Rate			$1,212.58			$1,277.59			$1,317.15			$1,335.65	
Annual Maximum Claims Cost	*829*		**$12,062,768**			**$12,709,464**			**$13,102,971**			**$13,287,070**	
TOTAL MAXIMUM & FIXED COSTS			**$13,346,558**			**$14,074,032**			**$14,371,241**			**$14,486,401**	
$ Increase / (Decrease)			**N/A**			**$727,474**			**$1,024,683**			**$1,139,844**	
% Increase / (Decrease)			**N/A**			**5.5%**			**7.7%**			**8.5%**	

Option 1

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current					Employer Absorbs Increase					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	463								5.4% Increase			
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$838.00	$0.00	**$0.00**	$838.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$854.00	$296.00	**$148.00**	$1,150.00	25.7%	**$0.00**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$851.00	$241.00	**$120.50**	$1,092.00	22.1%	**$0.00**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$861.00	$424.00	**$212.00**	$1,285.00	33.0%	**$0.00**
Mid	212								5.4% Increase			
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$846.00	$139.00	**$69.50**	$985.00	14.1%	**$0.00**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$863.00	$457.00	**$228.50**	$1,320.00	34.6%	**$0.00**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$859.00	$393.00	**$196.50**	$1,252.00	31.4%	**$0.00**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$871.00	$603.00	**$301.50**	$1,474.00	40.9%	**$0.00**
Premium	154								5.4% Increase			
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$852.00	$260.00	**$130.00**	$1,112.00	23.4%	**$0.00**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$872.00	$618.00	**$309.00**	$1,490.00	41.5%	**$0.00**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$868.00	$547.00	**$273.50**	$1,415.00	38.7%	**$0.00**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$881.00	$784.00	**$392.00**	$1,665.00	47.1%	**$0.00**
Annual Total	829	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$8,470,140**	**$2,446,128**		**$10,916,268**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$561,480**	**$0**		**$561,480**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**7.1%**	**0.0%**		**5.4%**		

Highlands County Board of County Commissioners

Employee Benefits Executive Cost Summary

Option 2

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

October 1, 2020 - September 30, 2021

		Current					Employer and Employees Split Increase					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	463								5.4% Increase			
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$838.00	$0.00	**$0.00**	$838.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$838.00	$312.00	**$156.00**	$1,150.00	27.1%	**$8.00**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$838.00	$254.00	**$127.00**	$1,092.00	23.3%	**$6.50**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$838.00	$447.00	**$223.50**	$1,285.00	34.8%	**$11.50**
Mid	212								5.4% Increase			
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$838.00	$147.00	**$73.50**	$985.00	14.9%	**$4.00**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$838.00	$482.00	**$241.00**	$1,320.00	36.5%	**$12.50**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$838.00	$414.00	**$207.00**	$1,252.00	33.1%	**$10.50**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$838.00	$636.00	**$318.00**	$1,474.00	43.1%	**$16.50**
Premium	154								5.4% Increase			
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$838.00	$274.00	**$137.00**	$1,112.00	24.6%	**$7.00**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$838.00	$652.00	**$326.00**	$1,490.00	43.8%	**$17.00**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$838.00	$577.00	**$288.50**	$1,415.00	40.8%	**$15.00**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$838.00	$827.00	**$413.50**	$1,665.00	49.7%	**$21.50**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$8,336,424**	**$2,579,844**		**$10,916,268**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$427,764**	**$133,716**		**$561,480**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**5.4%**	**5.5%**		**5.4%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

Option 3

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current					Employees Absorb Increase					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	463								5.4% Increase			
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$795.00	$43.00	**$21.50**	$838.00	5.1%	**$21.50**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$795.00	$355.00	**$177.50**	$1,150.00	30.9%	**$29.50**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$795.00	$297.00	**$148.50**	$1,092.00	27.2%	**$28.00**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$795.00	$490.00	**$245.00**	$1,285.00	38.1%	**$33.00**
Mid	212								5.4% Increase			
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$795.00	$190.00	**$95.00**	$985.00	19.3%	**$25.50**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$795.00	$525.00	**$262.50**	$1,320.00	39.8%	**$34.00**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	**$32.00**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$795.00	$679.00	**$339.50**	$1,474.00	46.1%	**$38.00**
Premium	154								5.4% Increase			
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$795.00	$317.00	**$158.50**	$1,112.00	28.5%	**$28.50**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$795.00	$695.00	**$347.50**	$1,490.00	46.6%	**$38.50**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$795.00	$620.00	**$310.00**	$1,415.00	43.8%	**$36.50**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$795.00	$870.00	**$435.00**	$1,665.00	52.3%	**$43.00**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$7,908,660**	**$3,007,608**		**$10,916,268**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$0**	**$561,480**		**$561,480**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**0.0%**	**23.0%**		**5.4%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

Option 4

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

	Enrollment	Current Employer	Current Employee	Current EE Per Pay (24)	Current Total	Current EE % Prem	$0 Employee Cost Base Plan - Varied Increase Employer	$0 Employee Cost Base Plan - Varied Increase Employee	$0 Employee Cost Base Plan - Varied Increase EE Per Pay (24)	$0 Employee Cost Base Plan - Varied Increase Total	$0 Employee Cost Base Plan - Varied Increase EE % Prem	$0 Employee Cost Base Plan - Varied Increase EE/Pay Increase
Medical												
Base	**463**								2.9% Increase			
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$795.00	$0.00	**$0.00**	$795.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$795.00	$363.94	**$181.97**	$1,158.94	31.4%	**$33.97**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$795.00	$296.32	**$148.16**	$1,091.32	27.2%	**$27.66**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$795.00	$521.32	**$260.66**	$1,316.32	39.6%	**$48.66**
Mid	**212**								6.9% Increase			
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$795.00	$170.91	**$85.45**	$965.91	17.7%	**$15.95**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$795.00	$561.90	**$280.95**	$1,356.90	41.4%	**$52.45**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$795.00	$483.21	**$241.60**	$1,278.21	37.8%	**$45.10**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$795.00	$741.41	**$370.71**	$1,536.41	48.3%	**$69.21**
Premium	**154**								8.9% Increase			
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$795.00	$319.68	**$159.84**	$1,114.68	28.7%	**$29.84**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$795.00	$759.85	**$379.93**	$1,554.85	48.9%	**$70.93**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$795.00	$672.56	**$336.28**	$1,467.56	45.8%	**$62.78**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$795.00	$963.96	**$481.98**	$1,758.96	54.8%	**$89.98**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$7,908,660**	**$3,007,608**		**$10,916,268**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$0**	**$561,480**		**$561,480**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**0.0%**	**23.0%**		**5.4%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current					Option 4					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	**463**											
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$795.00	$0.00	**$0.00**	$795.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$795.00	$364.00	**$182.00**	$1,159.00	31.4%	**$34.00**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	**$27.50**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$795.00	$521.00	**$260.50**	$1,316.00	39.6%	**$48.50**
Mid	**212**											
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$795.00	$171.00	**$85.50**	$966.00	17.7%	**$16.00**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$795.00	$562.00	**$281.00**	$1,357.00	41.4%	**$52.50**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$795.00	$483.00	**$241.50**	$1,278.00	37.8%	**$45.00**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$795.00	$741.00	**$370.50**	$1,536.00	48.2%	**$69.00**
Premium	**154**											
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$795.00	$320.00	**$160.00**	$1,115.00	28.7%	**$30.00**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$795.00	$760.00	**$380.00**	$1,555.00	48.9%	**$71.00**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$795.00	$673.00	**$336.50**	$1,468.00	45.8%	**$63.00**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$795.00	$964.00	**$482.00**	$1,759.00	54.8%	**$90.00**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$7,908,660**	**$3,007,476**		**$10,916,136**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$0**	**$561,348**		**$561,348**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**0.0%**	**22.9%**		**5.4%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current					Option 5					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	**463**											
	297			Extra Board Funding for Single Tier ---->			$23.00	$0.00	**$0.00**	$23.00		
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$795.00	$0.00	**$0.00**	$795.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$818.00	$341.00	**$170.50**	$1,159.00	29.4%	**$22.50**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$818.00	$273.00	**$136.50**	$1,091.00	25.0%	**$16.00**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$818.00	$498.00	**$249.00**	$1,316.00	37.8%	**$37.00**
Mid	**212**											
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$818.00	$148.00	**$74.00**	$966.00	15.3%	**$4.50**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$818.00	$539.00	**$269.50**	$1,357.00	39.7%	**$41.00**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$818.00	$460.00	**$230.00**	$1,278.00	36.0%	**$33.50**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$818.00	$718.00	**$359.00**	$1,536.00	46.7%	**$57.50**
Premium	**154**											
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$818.00	$297.00	**$148.50**	$1,115.00	26.6%	**$18.50**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$818.00	$737.00	**$368.50**	$1,555.00	47.4%	**$59.50**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$818.00	$650.00	**$325.00**	$1,468.00	44.3%	**$51.50**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$818.00	$941.00	**$470.50**	$1,759.00	53.5%	**$78.50**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$8,137,464**	**$2,860,644**		**$10,998,108**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$228,804**	**$414,516**		**$643,320**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**2.9%**	**16.9%**		**6.2%**		

Highlands County Board of County Commissioners
Employee Benefits Executive Cost Summary
October 1, 2020 - September 30, 2021

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current					Option 6					
	Enrollment	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	Employer	Employee	EE Per Pay (24)	Total	EE % Prem	EE/Pay Increase
Medical												
Base	**463**											
Employee	297	$795.00	$0.00	**$0.00**	$795.00	0.0%	$818.00	$0.00	**$0.00**	$818.00	0.0%	**$0.00**
Employee + Spouse	60	$795.00	$296.00	**$148.00**	$1,091.00	27.1%	$818.00	$341.00	**$170.50**	$1,159.00	29.4%	**$22.50**
Employee + Child(ren)	48	$795.00	$241.00	**$120.50**	$1,036.00	23.3%	$818.00	$273.00	**$136.50**	$1,091.00	25.0%	**$16.00**
Employee + Family	58	$795.00	$424.00	**$212.00**	$1,219.00	34.8%	$818.00	$498.00	**$249.00**	$1,316.00	37.8%	**$37.00**
Mid	**212**											
Employee	96	$795.00	$139.00	**$69.50**	$934.00	14.9%	$818.00	$148.00	**$74.00**	$966.00	15.3%	**$4.50**
Employee + Spouse	33	$795.00	$457.00	**$228.50**	$1,252.00	36.5%	$818.00	$539.00	**$269.50**	$1,357.00	39.7%	**$41.00**
Employee + Child(ren)	30	$795.00	$393.00	**$196.50**	$1,188.00	33.1%	$818.00	$460.00	**$230.00**	$1,278.00	36.0%	**$33.50**
Employee + Family	53	$795.00	$603.00	**$301.50**	$1,398.00	43.1%	$818.00	$718.00	**$359.00**	$1,536.00	46.7%	**$57.50**
Premium	**154**											
Employee	60	$795.00	$260.00	**$130.00**	$1,055.00	24.6%	$818.00	$297.00	**$148.50**	$1,115.00	26.6%	**$18.50**
Employee + Spouse	41	$795.00	$618.00	**$309.00**	$1,413.00	43.7%	$818.00	$737.00	**$368.50**	$1,555.00	47.4%	**$59.50**
Employee + Child(ren)	20	$795.00	$547.00	**$273.50**	$1,342.00	40.8%	$818.00	$650.00	**$325.00**	$1,468.00	44.3%	**$51.50**
Employee + Family	33	$795.00	$784.00	**$392.00**	$1,579.00	49.7%	$818.00	$941.00	**$470.50**	$1,759.00	53.5%	**$78.50**
Annual Total	**829**	**$7,908,660**	**$2,446,128**		**$10,354,788**		**$8,137,464**	**$2,860,644**		**$10,998,108**		
$ Increase / Decrease		**N/A**	**N/A**		**N/A**		**$228,804**	**$414,516**		**$643,320**		
% Increase / Decrease		**N/A**	**N/A**		**N/A**		**2.9%**	**16.9%**		**6.2%**		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request for initial review of the revised County Fee Schedule**

STATEMENT OF ISSUE

Each year, the Highlands County Schedule of Fees is reviewed by the departments and revised as needed. This workshop provides the opportunity for staff and Commissioners to discuss the proposed fee schedule in a public forum.

RECOMMENDED ACTION

No Suggested Action

FISCAL IMPACT

Fiscal impact is unknown at this time

Attachments: Fee Schedule Changes Overview for FY20-21.docx
FY2020-21 Highlands County Fee Schedule.pdf

FY20-21 Fee Schedule Changes Overview

1. Page 6 – Highlands County Special Benefit
    a. Placid Lakes Community Center increase from $65 to $100
    b. Removed $20/per hour rate for Extraordinary Cleanup & entered Vendor rate for cleaning for Placid Lakes Community Center, Tobler Park Pavilion, Sun N Lakes of Lake Placid Community Center, Sun N Lakes of Lake Placid Park, Highlands Park Estates Community Center.

2. Page 14 – Building Department

    Solar $40 - New

3. Page 21 – Emergency Medical Services

    Event Designated ALS Unit Standby Coverage from $115 to $130

4. Page 23 – Engineering

    Unauthorized work within the Right-of-Way $1000 – New

5. Page 29 – Road and Bridge

    Mechanic Shop Rate increase from $38.79/hr. to $42.41/hr.

6. Pages 33 – Solid Waste

    Gas Plastic (Ag Plastic) $45 per ton – New

HIGHLANDS COUNTY
SCHEDULE OF FEES

Effective October 01, 2020

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Highlands County Fee Schedule

Introduction: This document offers a compilation of the user fees which Highlands County charges to customers for funding of the services provided. The fees have been divided into the specific departments responsible for the services. However, the fees imposed for public records requests, dishonored checks, credit card payment, and notary services are uniform throughout the County. Specific questions regarding requirements for issuance of permits, inspections, etc., shall be directed to the appropriate department. In each department schedule we have included the address and telephone number, for additional information. Also provided is a list of facilities available for public rental.

Dishonored Check Service Fee FY20-21

Any item not exceeding $50	$25.00
Items exceeding $50 but not exceeding $300	$30.00
Items that exceed $300	$40.00 or 5% of face value (whichever is greater)

- Per F.S. 832.08 & F.S. 125.0105

Credit Card Payment Service Fee FY20-21

- A 3.5% Service Fee will be charged to all credit card payments

Public Record Service Fee FY20-21

Computer Disc – CD-R	$5.00
DVD	$5.00
Copies – 1 sided	$0.15
Certify Copies	$1.00
Copies – 2 sided	$0.20

Pre-payment is required before any copies are made. To avoid the spread of viruses, no outside computer discs may be used. Citizens requesting a copy in electronic format must purchase a new, unused DVD or CD from the county. The public has the right to inspect copyrighted documents. However, copyrighted documents may NOT be copied by the public without permission from the copyright holder. This includes architectural plans, photographs and any written (copyrighted) information. All county publications must be sold at cost, not as a revenue making project. County departments will not fax responses to public records requests. Responses will be mailed with a return receipt to ensure that all responses are received at the appropriate address. Public record fees are revised during the annual budget cycle each fiscal year.

HIGHLANDS COUNTY
BUILDING RENTAL USE RULES
FY 20-21

1. **Responsibility**: The responsibilities of the renter are not limited to inside the facility but extend to the surrounding County property.

2. **Reservations**: Reservations for use of the Ag Center, Desoto Community Center, Lorida Community Center, Venus Community Center and the H.L. Bishop Park Clubhouse are made with the Park & Facilities Management Office.

   Reservations for use of the Highlands Park Estates Clubhouse, Sun N Lakes of Lake Placid Clubhouse or Placid Lakes Community Center are made with the Non Ad Valorem Department. Reservations may be made during normal business hours, from 8:00 am to 4:30 pm, Monday through Friday. Reservations may be made up to (1) year in advance but should be made no later than ten (10) days prior to the event. Reservations not made ten (10) days prior to the event must be paid with cashier's check, money order or cash. Reservations are on a first come first serve basis and cannot be confirmed until payment is received. The responsible renter must be 21 years of age or older.

3. **Refunds**: Refunds will only be processed when reservations are canceled at least ten (10) days prior to the event. Exceptions to this policy require County Administrator approval.

4. **Usage Hours**: The hours for use, including set-up and clean-up, will be shown on the rental agreement. All private functions are limited to a total of 8 consecutive hours except by prior approval from the respective department. Government and non-profit seminars, classes, events, etc. will be exempt from this rule.

5. **Admission**: Except for approved non-profit organizations, County buildings shall not be used for events where admission is charged or anything is sold for the personal gain of one or more persons or businesses.

6. **Maintaining a Healthy Environment:** Renters are responsible for promoting healthy behaviors that reduce the spread of germs during their event(s). Follow the Center for Disease Control and Prevention's considerations for Events and Gatherings posted on their website. Items include but are not limited to promoting hand hygiene, staying home when sick, practicing social distancing and respiratory etiquette and frequent cleaning and sanitizing prior to and during event. Required personal protective equipment, cleaning supplies, garbage bags, etc. need to be part of your event plan.

7. **Alcohol**: Section 3-5 Highlands County Code of Ordinances prohibits consumption of alcoholic beverages and the possession of any open container containing alcoholic beverages while on County property. Any person convicted of violation of any of the provisions of this section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail for a period not to exceed 60 days, or both such fine and imprisonment for each such offense.

8. **Fireworks**: Fireworks and explosives are not permitted on County property.

9. **Smoking**: Smoking and/or the use of smokeless tobacco or snuff are not permitted on County property.

10. **Animals**: With the exception of certified service animals, no animals are permitted on County property.

11. **Decorations**:

    I. **Ceilings -** Banners and bunting shall not be hung from the ceiling by any means, other than ceiling grid hangers (where ceilings have grids) specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. may not be used. Any damage to the ceiling tiles or grids, regardless of hanging method, will be the responsibility of the renter.

    II. **Walls –** Nothing shall be hung on the walls in any building by any method. At no time will any notices to the public be removed or covered obscuring them from attendees.

    III. **Tables –** Table skirting may be fastened to tables by plastic clips or connectors specifically designed for this purpose. Tape, glue, pins, staples, nails, etc. must not be used.

    IV. **Confetti or glitter** – The use of confetti and glitter is not permitted on County property.

    V. **Candles** – The use of candles or open flames is not permitted on County property.

12. **Tables & Chairs:** Tables and chairs are to be used inside the building only. Tables and chairs for use outside of the building must be privately procured by the renter. Some locations have tables and chairs available on roll carts; however, the renter is responsible for setting them up and placing them back on the cart at end of event. Absolutely NO sitting on tables. Set-up and tear-down is available at select locations for an additional fee.

13. **Doors:** Doors are not to be propped open for any reason.

14. **Food:** If food is to be served and/or consumed inside the building, tablecloths must be used and tables and chairs must be wiped down after use. If outdoor cooking equipment is used, such as smokers or grills, they must be set-up a minimum of 50 feet from the edge of any building rooflines. Authorization must be obtained to sell food prior to any event at all locations.

15. **Overnight Parking:** Overnight parking or use of camping equipment is prohibited.

16. **Housekeeping:** Cleanup is the responsibility of the renter and all trash generated must be properly disposed of. **Renters must supply their own garbage bags and remove garbage from the building for proper disposal off premises or in County dumpsters where available.** Floors are to be left broom cleaned and no substances are to be placed on floors for any purpose; except at Placid Lakes Community Center, Sun N Lakes of Lake Placid Community Center and Highlands Park Estates Community Center. The community buildings are not cleaned by county staff, so facilities must be left clean for the next renter. The deposit will be refunded only if the building and grounds have been cleaned and left in good condition and all rules have been followed. Failure to comply with any of the cleaning and/or rules will result in forfeiture of all or a portion of the deposit.

    Any renter who leaves a building or grounds in a manner requiring damage repair or an extraordinary amount of clean-up will be charged an additional fee, as specified in the fee schedule. This amount will be deducted from the refundable damage deposit and overages will be billed.

17. **Physical Security:** Physical security for rented buildings is the responsibility of the renter. All doors and windows must be checked to ensure they are secured prior to the renter leaving the building. The A/C and all switches must be in the off position or adjusted as instructed/posted at each location. All water spouts must be in the off position. Lock all doors and gates. Check kitchen and restrooms to be sure sinks are turned off and flush toilets to be sure they are working and not clogged or running. Walk around the outside of the building and facilities to ensure all outside spigots are off, trash is picked up and there is no damage to the building or screens.

18. **Proof of Liability Insurance:** Proof of insurance is required for every event. Insurance may be obtained by contacting a local insurance agency or through Sherri Bennett, Highlands County Board of County Commissioners Risk Management Coordinator at 863-402-6792. The County does not receive a commission from policies obtained.

COUNTY PARK USE RULES

1. **All patrons of Highlands County parks must abide by Highlands County Code of Ordinance Chapter 7-4 County Parks.**

2. **Maintaining a Healthy Environment:** Patrons are responsible for promoting healthy behaviors that reduce the spread of germs during their visit to Highlands County parks. Follow the Center for Disease Control and Prevention's considerations for Events and Gatherings posted on their website. Items include but are not limited to promoting hand hygiene, staying home when sick, practicing social distancing and respiratory etiquette and frequent cleaning and sanitizing prior to and during your visit.

Highlands County
Building Rental Fee Schedule
FY 20-21

Building	Hours Available for Rental	Capacity (approx.)	Damage Deposit Refundable	Private, Education, Civic, Religious, Non-Profit Rate (Per Day)	Gov't Rate (Per Day)	Additional Fees	Extraordinary Cleanup * (* held from deposit)	Event Insurance Required
Ag Center Auditorium 4509 George Blvd. Sebring, FL 33875 863-402-6758	8 am to 12 am	346	$250.00	$250.00 plus tax*	No Fee	Marquee- $25 per day	$20.00 per hour, plus tax*	Yes
Ag Center Conf. Room 1 Ag Center Conf. Room 2 Ag Center Conf. Room 3 (each room rented separately)	8 am to 12 am	36 54 46	$20.00	$40.00 plus tax*	No Fee	Marquee- $25 per day	$20.00 per hour, plus tax*	Yes
Desoto Community Center 6305 State Road 17A South Sebring, FL 33870 863-402-6758	8 am to 12 am	43	$25.00	$50.00 plus tax*	No Fee	None	$20.00 per hour, plus tax*	Yes
Lorida Community Center 1909 Blessing Ave. Lorida, FL 33857 863-402-6758	8 am to 12 am	146	$50.00	$100.00 plus tax*	No Fee	None	$20.00 per hour, plus tax*	Yes
Venus Community Center 45 Clubhouse Road Venus, FL 33960 863-402-6758	8 am to 12 am	98	$50.00	$100.00 plus tax*	No Fee	None	$20.00 per hour, plus tax*	Yes
H.L. Bishop Park Clubhouse 10 Lake June Clubhouse Rd. Lake Placid, FL 33852 863-402-6758	8 am to 6 pm No holidays	99	$50.00	0-50 ppl $100.00 plus tax* 51 + ppl $130.00 plus, tax*	No Fee	After 6 pm an additional fee of $20.00 per hour, plus tax	$20.00 per hour, plus tax*	Yes

*****Florida sales tax will be waived with proof of tax exemption.

HIGHLANDS COUNTY
SPECIAL BENEFIT Fee Schedule
FY 20-21

Building	Hours Available for Use	Capacity (approx.)	Damage Deposit Refundable	Special Benefit Property Owner (Per Day)	Non – Property Owner (Per Day)	Extraordinary Cleanup * (* held from deposit)	Event Insurance Required
Placid Lakes Community Center 2010 Placid Lakes Blvd. Lake Placid, Fl 33852 863-402-6520	8 am to 12 am	65	$100.00	N/C	$100	Vendor rate for cleaning*	Yes
Tobler Park Pavilion 1* Tobler Park Pavilion 2* 501 Catfish Creek Rd. Lake Placid, Fl 33852 863-402-6520	Sunrise To Sunset	N/A	N/C	N/A	N/A	Vendor rate for cleaning*	Yes**
Sun N Lakes of Lake Placid Community Center 440 S. Sun N Lakes Blvd. Lake Placid, Fl 33852 863-402-6520	8 am to 12 am	200	$150.00	N/C	$200	Vendor rate for cleaning*	Yes
Sun N Lakes of Lake Placid Park* 440 S. Sun N Lakes Blvd. Lake Placid, Fl 33852 863-402-6520	Sunrise To Sunset	N/A	N/C	N/A	N/A	Vendor rate for cleaning*	Yes**
Highlands Park Estates Community Center 91 Deerglen Blvd. Lake Placid, Fl 33852 863-402-6520	8 am to 12 am	169	$150.00	N/C	$200	Vendor rate for cleaning*	Yes
Highlands Park Estates Park* 91 Deerglen Blvd. Lake Placid, Fl 33852 863-402-6843	Sunrise To Sunset	N/A	N/C	N/A	N/A	N/A	Yes**

***Park and Pavilions are first come first serve and cannot be reserved;**
****Responsible party must obtain event insurance to have an organized event such as a baseball team practice, advertised event(s) such as a concert, use an inflatable bounce house/ slide or other similar activity.**

*Access Card Fee FY20-21

Replacement Card	$25.00

**Annual Associate Membership Fee FY20-21

Placid Lakes Special Benefit District	$20.00 or Assessment rate as of October 1st
Sun N Lakes of Lake Placid Special Benefit District	$25.00 or Assessment rate as of October 1st
Highlands Park Estates Special Benefit District	$10.00 or Assessment rate as of October 1st

***** Where access cards are utilized, District property owners are issued one card per property owned free of charge. Additional cards are available by paying the Associate membership fee.

** Membership and access cards are effective October 1 to September 30th each year. Cards will be deactivated upon nonrenewal of membership fees. New cards are not provided for membership renewal.

Highlands County Sports Complex
216 Sheriff's Tower Rd, Sebring, Florida 33870
Fee Schedule – FY 20-21

Deposit	
Deposit	$200.00
Cancellation Deposit Refund	
Less than 2 business days' notice*	$0
2 to 5 business days' notice	$100.00
6 or more business days' notice	$200.00
Softball Tournaments	
Field Rental	$75.00**
Light Fee	$20.00/Hour/Field
Field Elements	$12.00/Bag/Turface
Maintenance Fee	$25.00 per hour
Concession Rental	$150.00 Daily***
Conference Room/Umpire Lounge	$50.00 Daily or $10.00 per hour
Propane Fee	$25.00 per day
BBQ Grill Pad	$25.00 per day
Athletic & Event Program Fees	
Softball/Flag Football (10 game)	$385.00/Team****
Senior Softball (10 Weeks)	$200.00/Team (no officials or lights)
Softball Field Rental	$20.00 per hour /$25 per hour with lights
Light Fee	$20.00/Hour/Field
Portable Pitching Mound or Fencing	$25.00 Day
Concession Rental ***	$50.00 per day or $125.00 Week*****
Vendor (Sundries)	$50.00/ Vendor/ Day
Food Vendor	$90.00/ Vendor/ Day
Announcer's Booth / Meeting Room	$50.00 Day or $10.00 per hour
Individual User Card	$25.00 pp annual / $15.00 pp partial year
Multi-Use Field A	$20.00 practice 1-3 hrs / $100.00 daily game
Multi-Use Fields B,C,D	$15.00/practice 1-3 hrs / $60.00 game day
Restroom Fee	1-4 Hours $25.00 or 4 + Hours $50.00
Daily Event Fee (Tournaments, Field Days, etc.)	Field A $150.00 day / Fields B,C,D $100.00 day, each field****

* Business Days are Monday-Friday and the first day after the cancellation is counted as the first business day.

** Includes Use of lined softball field from 8:00 a.m. – 11:00 pm. Does not include officials, lights, or maintenance other than initial lining & dragging at beginning of tournament.

*** Concession rental requires an additional $50.00 damage & cleaning deposit refundable after inspection of facility. No frying oil is supplied with rental. Foods for sale are prohibited when concession building is rented. Weekly rental of softball concession is Monday thru Thursday to coincide with local league play.

**** Fee includes 10 games, sanctioning fee (annual fee) and a final tournament. All subsequent registration fees will be $360.00.
***** Lessee of Field A has first rights to rent Youth Concession Building.
All fees quoted do not include applicable taxes. Taxes will be added unless a tax exemption certificate is provided at the time of reservation of fields.

Note: Individual user cards are $25.00 per person, per year (renewable January 1), and $15.00 for a partial year. They are needed to use softball fields only, Monday thru Friday from 8:00 am to 4:30 pm. Green spaces are open to the public at no charge subject to availability, Monday thru Friday from 8:00 am to 4:30 pm.

All tournament organizers provide equipment, goals, balls, and other items as needed. Tournament organizers shall provide liability insurance coverage naming Highlands County Board of County Commissioners as additional insured prior to start of event.

Highlands County Building Department
501 South Commerce Avenue
Sebring, FL 33870
(863) 402-6643
Fee Schedule – FY20-21

Right to collect fees per: FL Statue 125.56(2), 166.22 & 553.80 & County Ordinance Article VI, Section One, Part, Part M, Paragraph 3, Paragraph 4.

Starting Work without a Permit

Work without a permit: If any work is commenced without permit, the penalty will be double the permit fee or $100.00, whichever is greater, and this penalty will be in addition to the permit fee which will be assessed.

Please be aware that refunds <u>will not be</u> granted on requests involving:

- Permit fees of $100.00 or less
- Permits which have expired
- Permits under which work has commenced
- Permits having a change of contractor
- Request received three months after permit issuance

<u>Refunds Where Permits Will Not Be Used</u>

A full refund less $100.00 or 50% of the permit fee, whichever is greater rounded to the nearest dollar, shall be granted to the permit holder providing:

- The department receives a written request from the permit holder requesting cancellation and refund.
- The permit holder submits with the request the original validated receipt; if the original validated receipt is not available, a copy of the cancelled check along with an affidavit stating which job location
- No work has been performed under the permit
- The permit is still valid
- The permit has not been revoked
- The refund request is received within 90 days after permit issuance
- The cost of the permit exceeded $100.00

<u>Refunds of Overcharge</u>

For refunds of an overcharge of permit fees, the following must be submitted:

- Letter from the permit holder requesting a refund explaining the overcharge
- Copy of the validated permit card
- The permit is still valid
- The permit has not been revoked

<u>Full Refunds:</u>

Full refunds are granted only in cases where an error has occurred on the part of the department, such as in cases where the permit is issued for work outside the jurisdiction of the building department. Refunds are not given on duplicated permits submitted/issued by the contractor and/or owner.

<u>Where to direct your refund request:</u>

Highlands County Building Department
P.O. Box 1926
Sebring, FL 33871

Cancellation Policy

Cancellations Where No Work Has Been Performed:

In order to cancel a permit where the work will not be taking place, the following must be submitted.

- Letter from the contractor or permit holder requesting permit cancellation and stating no work has been performed. The letter must include the permit number, job address, reasons for cancellation and a contact name and telephone number. If the contractor is no longer available or unwilling to submit the letter, **the request can be made by the property owner**. If the permit is valid at the time of request for cancellation and the permit holder is not submitting the request, then the property owner will be required to complete a hold harmless letter. Please note that in cases where a hold harmless letter is required, there will be a 10-working day waiting period prior to cancellation. Additionally, the department will notify all interested parties (original permit holders and all subsidiary permit holders) of the cancellation request.
- Original validated permit
- Job set of plans (if applicable)

Following the receipt of your letter, the department will verify that no work was performed. If the department determines no work was performed, the permit will be cancelled. If work has started but is not complete, you will be required to obtain a new permit and proceed with the mandatory inspections. Failure to do so may result in the issuance of a civil violation notice or ticket requiring payment of a fine and correction of the violation.

Cancellations Where Work Has Been Performed:

A letter from the contractor requesting permit cancellation and stating all work that has been performed, to include the permit number, job address, reasons for cancellation and a contact name and telephone number. Upon receiving this information, the permit will be put on hold. An inspection will be performed to verify the work in place has received all the required inspections. Following the performance of the inspection, the permit will be cancelled.

If the contractor is no longer available or unwilling to submit the letter, the request can be made by the **property owner**. The owner of the property will need to submit a Hold Harmless Letter Form. The Hold Harmless Letter needs to be signed by the owner of the property and in cases where the change is for a subsidiary permit, then by the general contractor as well. The signatures must be notarized.

The Hold Harmless Letter and the application from the new contractor must be submitted to the Building Department. There will be a 10-working day waiting period for the change of contractor to become effective. Please refer to the Building Department Fee Schedule for applicable fees.

Where To Direct Your Request To Cancel A Permit:

Highlands County Building Department
P.O. Box 1926
Sebring, FL 33871

Request To Surrender Permits Where The Contractor/Qualifier Is No Longer Going To Perform Work On The Project:

A contractor who is no longer going to perform work on a project must send the department a letter advising of this fact and include a copy of the permit. The letter must include the permit number, job address and an explanation as to why the permit is being surrendered. In the case of the qualifying agent separating from the employ of the contractor, you must also provide a copy of the change of qualifying agent. A hold will be placed under the permit to prevent inspections until the owner has completed the hold harmless process to change the permit into the name of the new contractor.

Cancellations When The Owner Will Hire A New Contractor:

The owner of the property will need to submit a Hold Harmless Letter Form. The Hold Harmless Letter needs to be signed by the owner of the property and in cases where the change is for a subsidiary permit, then by the general contractor as well. The signatures must be notarized.

The Hold Harmless Letter and the application from the new contractor must be submitted to the Building Department. There will be a 10-working day waiting period for the change of contractor to become effective. Please refer to the Building Department Fee Schedule for applicable fees.

Where To Direct Your Request To Surrender A Permit:

Highlands County Building Department
P.O. Box 1926
Sebring, FL 33871

Highlands County Building Department
501 S. Commerce Ave.
Sebring, FL 33870

HOLD HARMLESS

Date: _____/_____/_____

Re: Property located at (address and legal description) _____

_____

Gentlemen:
As legal owner of subject property, I request the cancellation of permit number (in full) _____

_____ , issued to (name of pervious permit holder) _____ (mailing

address) _____

_____on (date) _____/_____/_____ for the following reason ___

_____

_____

Date of last inspection _____/_____/_____

I no longer authorize the previous permit holder to proceed with the work covered by the permit. I

hereby apply as owner-builder, or authorize (new Contractor) _____

_____ to apply for such permits to complete the construction on

subject property.

I agree to hold Highlands County, its agents and authorized personnel harmless and relieve them from any responsibility or liability for any legal action or damage, cost or expense (including attorney's fee) resulting from the cancellation of the existing permit or the issuance of a new permit. I furthermore assume responsibility for the correction, if required, of work performed under the permit for which I am requesting cancellation.

Owner

_____

_____

State of Florida
County of Highlands

The person whose signature appears above, deposes that he/she is the legal owner of the above property.

Sworn to and subscribed before me
This _____ day of _____, 20_____
By _____

_____
Notary

Contractor

_____

_____

State of Florida
County of Highlands

The person whose signature appears above, deposes that he/she is the legal owner of the above property.

Sworn to and subscribed before me
This _____ day of _____, 20_____
By _____

_____
Notary

Plans Review

All applications for building plan approvals will be accompanied by the appropriate number of drawings and specifications and a non-refundable fee will be collected based upon the following fee schedule:

One & Two-Family Dwellings	$0.10 per sq. ft
Garages, additions, & accessory structures	$0.10 per sq. ft.
Mobile homes, docks, seawalls, non-master filed hurricane shutters, and any structure that requires a plan review and does not fall in another category	$15.00
No charge for roofs, fences, master filed hurricane shutters, pre-fabricated sheds and companion electric, plumbing and mechanical.	N/C
Pool cages & screen enclosures	$30.00
Solar	$40.00
Master File	$0.10 per sq. ft.
Repetitious submittal	$100.00
All Other Building Occupancies:	
0-10,000	$55.00
10,001-25,000	$85.00
25,001-50,000	$160.00
50,001-100,000	$260.00
100,001-500,000	$500.00
500,001-1,000,000	$900.00

The fee shall be determined by the amount over one million applied to the chart and added to the fee.

NOTE: Six months after plans have been approved for permit issuance, or notification to applicant that plans require additional information or revisions, plans will be discarded, and applicant will be required to resubmit plans and pay another submittal fee. No extensions will be granted.

Construction Valuation Fees

Up to 1,000.00	$75.00
1,001 thru 25,000	$75.00 + $3.00 per thousand or fraction thereof
25,001 thru 100,000	$147.00 + $2.00 per thousand or fraction thereof
100,000 and Up	$297.00 + $1.50 per thousand or fraction thereof

Residential Applications are based on the construction cost of the residence being $90.00 per square foot or confirmed contract price.

Commercial Applications are based on the construction cost of the commercial structure being $150.00 per square foot or confirmed contract price.

Miscellaneous Fees

Minimum permit fees for signs, fences, walls, roofing, demolitions, etc.		$75.00
Permit re-issuance fee for Commercial, 1&2 Family, Mobile Homes		$175.00
Permit re-issuance fee for additions, alterations & accessory structures		$75.00
BCIS/FBC Surcharge	Minimum $2.00 or 1.5% of permit fee	Effective 7-1-17 Section 553.721 and Section 468.631
DCA/DBPR Surcharge	Minimum $2.00 or 1.0 % of permit fee	
Pre-move inspection fee (each occurrence)		$50.00
Permit to move a building or structure (includes connection of utilities)		$190.00
Power Company Reconnection Permit		$40.00
Property Search Confirmation Response per property		$4.00
Certificate of Occupancy		$10.00
Certificate of Completion		$10.00
Re-inspection fee (each occurrence)		$50.00
Change in Contractor		$175.00
Copies		$0.15 ea
Computer Reports per page		$0.55 ea
Copy of Construction Plans		$4.00

Roofing Permits

Shingle price per square	$115.00 or confirmed contract
Metal price per square	$150.00 or confirmed contract

Multiply number of squares by price per square for valuation then apply to fee schedule.

Up to 1,000.00	$75.00
1,001 thru 25,000	$75.00 plus $3.00 per thousand or fraction thereof
25,001 thru 100,000	$147.00 plus $2.00 per thousand or fraction thereof
100,001 and up	$297.00 plus $1.50 per thousand or fraction thereof
Minimum permit	$75.00
Certificate of completion	$10.00

*NOC must be recorded and a certified copy on file for all work valued $2,500.00 or greater.

**If the number of squares is misrepresented on the building permit application, the Building Inspector may issue a stop work/red tag. Prior to proceeding the contractor or owner will need to correct the permit application to reflect the correct number of squares, pay any additional fees and record a notice of commencement before work can recommence.

Mobile Home Fees

Parking Fee	$100.00
Electrical	$30.00
Plumbing	$30.00
Mechanical	$30.00
Certificate of Occupancy	$10.00

Residential Plan Review Fees

All applications for building plan approvals will be accompanied by the appropriate number of copies of drawings and specifications and a non-refundable fee will be collected based upon the following fee schedule.

One & Two-Family Dwellings	$0.10 per sq. foot
Mobile Homes, Vinyl Siding Windows, Doors, etc…	$15.00
Repetitious Submittal	$100.00

Mechanical Fees

Minimum permit fee	$75.00
Fee for each thousand or fraction thereof	$5.00

For Repair or replacement of an existing heating or air conditioning system in an amount less than $7,500.00 a notice of commencement is not required.

Plumbing Fees

Minimum permit fee	$75.00
All fixtures	$4.00
Drain or tap	$4.00
Sewer Pipe	$4.00
Water heater or vent	$4.00
Installation, alteration, repair	$4.00

Irrigation Permit Fees

The same cost as building permits.

Swimming Pool Fees

The same cost as building permits.

Electrical Permit Fees

Electrical permit fees are based upon the total amperage of the service required to meet the need of all the fixtures.

1 Phase 450 Volt	
0 to 100	$75.00
101 to 150	$80.00
151 to 200	$85.00
201 to 400	$105.00
401 to 600	$155.00
601 to 800	$205.00
801 to 1,000	$255.00
Over 1,001	$155.00*
3 Phase 208 or 240 Volt	
0 to 100	$92.00
101 to 150	$100.00
151 to 200	$118.00
201 to 400	$152.00
401 to 600	$238.00
601 to 800	$325.00
801 to 1,000	$412.00
Over 1,001	$238.00*
3 Phase 480 Volt	
0 to 100	$144.00
101 to 150	$160.00
151 to 200	$196.00
201 to 400	$264.00
401 to 600	$436.00
601 to 800	$610.00
801 to 1,000	$784.00
Over 1,001	$610.00*

*Over 1,000 charge fee per each additional thousand amperes of fraction thereof: take amp ÷ 100 then multiply by 83.54166. Change in service: The fee shall be determined by the difference between the new service amperage and the previous service amperage, which is then applied to the chart.

NOTE: Temporary Service or E-TUG $35.00

Change in service: The fee shall be determined by the difference between the new service amperage and the previous service amperage which is then applied to the chart.

Contractor Registration Fees

Certified Contractor Administrative Fee (CC1)	$35.00
General & Building Contractors (CR4)	$100.00
Residential Contractors (CR3)	$75.00
Contractors address under Chapter 489 F.S. (CR3)	$75.00
Sheet metal, Roofing Contractor, Air Condition Contractor	
Mechanical Contractor, Commercial Pool Contractor, Residential Pool Contractor	
Swimming Pool Service Contractor, Plumbing Contractor, Electrical Contractor	
Specialty Contractor (CR2)	$50.00
Journeyman (CR05)	$25.00
Inactive (go from inactive to active the $30 will be subtracted from the registration fee) 489 (CR5) Specialty (CR6) Gen/Bldg (CR7)	$30.00
Handy Person Registration (0033)	$50.00
Unlicensed Activity Fee (to be assessed on all registration renewals and original licensure) (CAF)	$5.00

Late registration is double the original amount! A grace period of 90 days is given from September 30th.

Board Review..... $25.00

Letter of Reciprocity..... $25.00

Application for Electrical Permit on Additions Only or Equipment Replacement
Highlands County, Florida
Phone (863)402-6643

Permit No.

Owner:

Job Location:

Electrical Contractor:

Building Contractor:

Number		**Price Each**	**Fee**
	Outlets, Switches and Lights 120V, 15 & 20 A	.50	
	Sub Feed panel each	5.00	
	Equipment circuit up to 30A	1.00	
	More than 30A up to 60A	2.00	
	Over 60A	5.00	
	Water Heaters	1.00	
	Dryer	1.00	
	Dishwasher	1.00	
	Disposal	1.00	
	Electric Range	1.00	
	Cook top	1.00	
	Oven	1.00	
	Exhaust Fan under ¼ HP	.50	
	Exhaust Fan over ¼ HP	1.00	
	Generator up to 22 kw	5.00	
	More than 22 kw up 45 kw	10.00	
	Greater than 45 kw	15.00	
	Power Transformer up to 10 KVA	5.00	
	Each Additional 10 KVA or fraction thereof	1.00	
	Change in Service location without amperage	15.00	
	Installation of Equipment regardless amperage. Type of equipment being Installed: _____	15.00	
1	**Writing Permit**	**75.00**	
	Certificate of Completion (If stand-alone permit)	10.00	
1	**State Surcharge (3% of total fees or minimum $4.00)**		

I hereby certify that the above information is correct, and that said work will be in conformance with the National Electrical Code in force and all other applicable codes.

Date: Contractor or Owner: Total Fee $

Competency Card # State Number:

Revised 10/1/17

Valuation Fee Schedule

1,000	$75.00	**26,000**	$149.00	**51,000**	$199.00	**76,000**	$249.00
2,000	$78.00	**27,000**	$151.00	**52,000**	$201.00	**77,000**	$251.00
3,000	$81.00	**28,000**	$153.00	**53,000**	$203.00	**78,000**	$253.00
4,000	$84.00	**29,000**	$155.00	**54,000**	$205.00	**79,000**	$255.00
5,000	$87.00	**30,000**	$157.00	**55,000**	$207.00	**80,000**	$257.00
6,000	$90.00	**31,000**	$159.00	**56,000**	$209.00	**81,000**	$259.00
7,000	$93.00	**32,000**	$161.00	**57,000**	$211.00	**82,000**	$261.00
8,000	$96.00	**33,000**	$163.00	**58,000**	$213.00	**83,000**	$263.00
9,000	$99.00	**34,000**	$165.00	**59,000**	$215.00	**84,000**	$265.00
10,000	$102.00	**35,000**	$167.00	**60,000**	$217.00	**85,000**	$267.00
11,000	$105.00	**36,000**	$169.00	**61,000**	$219.00	**86,000**	$269.00
12,000	$108.00	**37,000**	$171.00	**62,000**	$221.00	**87,000**	$271.00
13,000	$111.00	**38,000**	$173.00	**63,000**	$223.00	**88,000**	$273.00
14,000	$114.00	**39,000**	$175.00	**64,000**	$225.00	**89,000**	$275.00
15,000	$117.00	**40,000**	$177.00	**65,000**	$227.00	**90,000**	$277.00
16,000	$120.00	**41,000**	$179.00	**66,000**	$229.00	**91,000**	$279.00
17,000	$123.00	**42,000**	$181.00	**67,000**	$231.00	**92,000**	$281.00
18,000	$126.00	**43,000**	$183.00	**68,000**	$233.00	**93,000**	$283.00
19,000	$129.00	**44,000**	$185.00	**69,000**	$235.00	**94,000**	$285.00
20,000	$132.00	**45,000**	$187.00	**70,000**	$237.00	**95,000**	$287.00
21,000	$135.00	**46,000**	$189.00	**71,000**	$239.00	**96,000**	$289.00
22,000	$138.00	**47,000**	$191.00	**72,000**	$241.00	**97,000**	$291.00
23,000	$141.00	**48,000**	$193.00	**73,000**	$243.00	**98,000**	$293.00
24,000	$144.00	**49,000**	$195.00	**74,000**	$245.00	**99,000**	$295.00
25,000	$147.00	**50,000**	$197.00	**75,000**	$247.00	**100,000**	$297.00

Over 100,000, fee is $297.00 plus $1.50 per thousand thereafter or fraction thereof.

Highlands County Emergency Medical Service (EMS)
4500 George Blvd, Sebring FL 33872
(863) 402-6630
Fee Schedule – FY 20-21

Treatment/Transport to Landing Zone will be charged appropriate base rate plus a minimum of one (1) mile	
Service Type	**Fee**
BLS Base Rate (IV or less, including glucose check w/o ALS assessment or procedure/treatment)	$600.00
ALS 1 Base Rate (ALS assessment; ALS procedure, excl. IV only) *	$650.00
ALS 2 Base Rate *	$750.00
Mileage (per loaded mile)	$12.00
Treatment Only, No Transport	$75.00
Refusal (for habitual abuse of the system, administrative discretion)	$75.00
Event Designated ALS Unit Standby Coverage / per hr. / min. 2 hrs.	$130.00
Stemi/Cath Lab Designated ALS Unit Standby / per hr. / min. 2 hrs.	$200.00
Service Type: Medicare hospital inpatients transferred for testing and returned**	
BLS Base Rate / ALS-1 Base Rate* / ALS-2 Base Rate*	
Mileage (per load mile)	
Fees are based on Medicare's allowed amount(s) at the time of service	

* ALS 2 Base Rate:

I. At least three administrations of medications **or**

II. One of the following procedures:
   a. Manual defibrillation/cardioversion
   b. Endotracheal Intubation
   c. Central venous IV line
   d. Cardiac pacing
   e. Chest decompression
   f. Surgical airway
   g. Intraosseous line

1. Medications **must** be by IV push, bolus, or infusion.
2. Three administrations of the SAME medication qualify for the 3 medications rule.
3. The following medications DO NOT qualify for the 3 medication rule
   1. Crystalloid, Hypotonic or Hypertonic solutions
   2. D5W
   3. Normal Saline
   4. Ringer's Lactate
   5. Oxygen
   6. Aspirin

**These charges apply only when a hospital orders a round-trip transfer of a Medicare-covered inpatient for treatment or testing. The hospital is billed the amount that Medicare would reimburse EMS and must file for Medicare Part A reimbursement. All other emergency and non-emergency transports are billed to the patient at the usual rate.

Highlands County Engineer
505 South Commerce Avenue, Sebring, FL 33870
(863) 402-6877
Fee Schedule – FY20-21

Comprehensive Plan Map Amendments	
Small Scale Map Amendment	
Pre-Application Conference (Optional)	$150.00
Concurrency Traffic Analysis Review	$80.00
Large Scale Map Amendment	
Pre-Application Conference	$200.00
Concurrency Traffic Analysis Review	$120.00
Developments Within Adjacent Municipality	
Concurrency Review Of	
Small Projects w/traffic analysis by County Engineer	Fee Waived
Minor Project w/ Minor Traffic Impact Analysis (TIA)	$ 300.00
Major Project w/ Major Traffic Impact Analysis (TIA)	$ 500.00
Pre-Application Conference - Major Traffic Impact Analysis (TIA) (Mandatory)	$ 150.00
Off-Site Construction Plans Review – Minor (per sheet)	$500.00
Off-Site Construction Plans Review – Major (per sheet)	$500.00
Commercial Driveway – Roadway Construction (Small)	$300.00
Commercial Driveway – Roadway Construction (Minor)	$ 500.00
Commercial Driveway– Roadway Construction (Major)	$ 500.00
Developments Within the Unincorporated Areas	
Concurrency Review Of	
Small Project w/Analysis by County Engineer	$ 300.00
Project w/ Minor Traffic Impact Analysis (TIA)	$400.00
Project w/ Major Traffic Impact Analysis (TIA)	$600.00
Pre-Application Conference- Major Traffic Impact Analysis (TIA) (Mandatory)	$150.00
Development of Regional Impact	
Base Fee	$3,000.00
Additional Charge per Acre over 400 Acres	$5.00
Substantial Deviation (DRI)	$1,000.00
Annual Review Fee	$300.00
Variance Requests to Land Development Regulations	$350.00
Flood Hazard Development Permit	$500.00
Improvement (Development) Plans Review	
Improvement Plans Review (Per Sheet)	$500.00
Revision of Previously Approved Improvement Plan (Per sheet)	$350.00
Planned Development District Review	
Base Fee	$3,000.00

Additional Charge Per Acre Over 400 Acres	$5.00
Post Approval Revisions Review/Text Amendments	$1,000.00
Annual Review Fee	$300.00
Commercial Development	
Preliminary Site Plan Review (Per sheet)	$500.00
Final Site Plan Review (Per sheet > 11x 17)	$500.00
Final Site Plan Review (Per sheet on 11x17, 4 sheet minimum)	$125.00
Commercial Driveway (Connection) Permit	$800.00
Revision of Previously Approved Preliminary or Final Plan (Per sheet)	$350.00
Site Plan Exemption	$400.00
Preliminary Plat Review (Some Commercial Development May Follow These Procedures)	
Control Point Monuments	$7.00
1-50 Property Corners, Permanent Control Points/Monuments	$700.00
Each Additional 1-50 Corners, Permanent Control Points/Monuments	$300.00
Final Plat Review and Field Locate All Corners (Some Commercial Development May Follow These Procedures)	
1-50 Property Corners, Permanent Control Points/Monuments	$700.00
Each Additional 1-50 Corners, Permanent Control Points/Monuments	$300.00
Mining Permits	
Base Fee, Plan Review (Per sheet)	$500.00
Per Mining Acre	$10.00
Annual Review Fee	$500.00
Residential Driveway Permit (All with Grades Set)	
New Driveway, One Access	$150.00
Existing Driveway Inspection	$80.00
Conversion, Existing Driveway to New Driveway, One Access	$70.00
New Driveway, Two Access Points	$210.00
Renewal of Expired Permit	$70.00
Resetting of Grade Stakes	$80.00
Re-Inspection of Finals	$80.00
Pre-pour Re-Inspection	$80.00
Ditch Closure/Modification (Includes Grades)	$400.00
Road Damage (Per square yard)	$90.00
Red Tag Fee	$100.00
Right of Way Use Permits	
Temporary Use	$400.00
Other Right-Of-Way Construction	$400.00
General Utility Permit	$400.00
House Moving Permit	$400.00
Unauthorized work within the Right-Of-Way (plus restoration)	$1,000.00
Vacation of Right-of-Way	$800.00
Vacation of Right-of-Way Due to Existing Encroachments	$1,000.00
Vacation of Easement	$500.00

Vacation of Easement Due to Existing Encroachments	$600.00
Vacation of Plat	$800.00
GIS/Addressing	
Addressing – New Construction (Non-County Initiated) **Other than New Development**	$25.00
Address Verification (Non-County Initiated)	$10.00
Renaming Roadway (Private and Public)	$150.00
Readdressing of changed Site Plan/Plat	$150.00
Addressing Fee – Commercial Platting **(To be charged at the time addresses are initially assigned to the development)** **First 10 addresses** **Each additional address**	 $15.00 per $5.00 per
Media Processing, Manuals & Standards Costs	
Land Development Regulations (Hard Copy)	$75.00
Technical Standards Manual (Hard Copy)	$25.00
Aerial Map	$5.00
Highlands County Road Map	$1.50
Map of Roads Maintained by Highlands County	$50.00
Copies/Prints (All)	
Letter Size (F.S. 119.07)	$0.15
Legal Size (F.S. 119.07)	$0.15
11X17 Copies	$0.25
Two Sided- Letter Size (F.S. 119.07)	$0.20
Two Sided- Legal Size (F.S. 119.07)	$0.20
Two Sided 11 x 17	$0.30
Plots, Including Color	
Up to 42”, Per Sheet	$5.00
In excess of 42”, Per Sheet, Up to 120” Long	$10.00
Digital Analysis, Overlay and Associated Manual Work	
Minimum Charge (One hour)	$75.00
Additional Hours	$30.00
Electronic Database and Digital Map Files (Per hour)	
Minimum Charge (One hour)	$25.00
Additional Hours	$30.00
Computer Time (Per hour)	$25.00
Staff Time (Per hour)	$25.00

Highlands County Fire Services
6850 W. George Blvd Sebring, FL 33875
(863) 385-1112
Fee Schedule – FY 20-21

Routine Fire Inspections*		
# of Square Feet	**Normal Fee**	**Re-Inspection Fee**
Up to 5,000	$25.00	$50.00
5,001 – 10,000	$30.00	$60.00
10,001 – 15,000	$35.00	$70.00
15,001 – 20,000	$40.00	$80.00
20,001 – 25,000	$45.00	$90.00
25,001 – 30,000	$50.00	$100.00
30,001 – 35,000	$55.00	$110.00
35,5001 – 40,000	$60.00	$120.00
40,001 – 45,000	$65.00	$130.00
45,001 – 50,000	$70.00	$140.00
50,001 – 55,000	$75.00	$150.00
55,001 – 60,000	$80.00	$160.00
60,001 – 65,000	$85.00	$170.00
65,001 – 70,000	$90.00	$180.00
70,001 – 75,000	$95.00	$190.00
75,001 – 80,000	$100.00	$200.00
Above 80,001	$105.00	$210.00
C.O. Inspections		
Up to 5,000	$25.00	$50.00
5,001 – 10,000	$30.00	$60.00
10,001 – 15,000	$35.00	$70.00
15,001 – 20,000	$40.00	$80.00
20,001 – 25,000	$45.00	$90.00
25,001 – 30,000	$50.00	$100.00
Above 30,000	$55.00	$110.00

Re-Inspections:
The first re-inspection is free. Each subsequent re-inspection will be billed at twice the inspection charge.

Routine Inspection	$25.00-$100.00
Pre-Inspection	$25.00
Re-Inspection	$25.00-$210.00

Inspection:	
Department of Children and Families Service*	$25.00
For Certificate of Construction Plan	$25.00-$110.00
Sprinkler Systems, Standpipes and Smoke Alarms	$25.00
Pre-Review of Construction Plan	$20.00 per page
Construction Plan Review	$20.00 per page
Revision of Construction Plans	$20.00 per page
Sparkler Permit	$30.00
Public Fireworks Display Permit	$100.00
Tent Permit	$30.00
Fire Safety Program Fee*	* $5.00 per occupational License

Effective: May 27, 2003 (Per Resolution 02-03-132)

*** Currently the fees for Routine Fire Inspections, Department of Children and Families Services Inspections, and the Fire Safety Program Fees, are not being collected.**

Heartland Library Cooperative
Fee Schedule – FY 2020-21

LATE FEES		
Audio Cassette, Kits, Music CD		$0.25 per day
Audio CD Sets		$1.00 per day
Video Cassette		$0.25 per day
DVD		$1.00 per day
Video Game		$1.00 per day
Books		$0.25 per day
Periodicals		$0.25 per day
Pink Cart Books		$1.00 per day
Playaways		$1.00 per day
Maximum Fine Per Item		$50.00
GENERAL FEES		
Non-Resident Library Cards:	3 Months	$10.00
	6 Months	$20.00
	12 Months	$30.00
Resident Library Card		FREE
Collection Agency Fee		$10.00
Processing Fee/Replacements		$5.00 each
Processing Fee/Damaged Material		Cost of replacement plus $5.00 processing
Replacement Library Card		$2.00
Copies, B&W 8 x 11		$0.25 each
Copies, Color 8 x 11		$1.00 each
Copies, legal sized		$0.25 each
Guest Pass for Public Access Computers		$2.00 per hour
Guest Pass for Wireless Access		FREE
Computer Printouts, B&W		$0.25 each
Computer Printouts, Color		$1.00 each

ESTIMATED REPLACEMENT COSTS				
Description	**Default**		**Description**	**Default**
Cassette Audiobook	$50.00	$9.00 per tape or CD	CD Audiobook	$60.00
DVD Single	$18.00		DVD Set	$60.00
Hardback Book	$25.00		Easy Book	$17.00
Easy Board Book	$ 8.00		J Cassette Audiobook	$50.00
J CD Audiobook	$60.00		J DVD	$18.00
J Hardback Book	$17.00		J Mass Market PBK	$5.00
J Music CD	$20.00		J Trade PBK	$10.00
J VHS	$18.00		Magazine	$5.00
Mass Market PBK	$ 8.00		Music CD	$20.00
Reference	$60.00		Trade PBK	$16.00
VHS	$18.00		YA Cassette Audiobook	$50.00
YA CD Audiobook	$60.00		YA DVD	$18.00
YA Hardback Book	$17.00		YA Mass Market PBK	$5.00
YA Trade PBK	$10.00		YA VHS	$30.00
Video Game	$48.00		Computer Software	$25.00

Highlands County Road and Bridge Department
4344 George Blvd., Sebring, FL 33875
(863) 402-6529
Fee Schedule – FY 20-21

Mechanic Shop Rate	$42.41 per hr.

Highlands County Development Services Department
501 S. Commerce Ave, Sebring, FL 33870
Planning – (863) 402-6650 Zoning – (863) 402-6638
Fee Schedule – FY 20-21

Rural Land Stewardship (RLS)	TBD (To Be Determined)
Development of Regional Impact (DRI)	$21,800.00
Zoning Change Only	$1,950.00
Large Scale Comprehensive Plan (LSCP) Amendment Only	$2,025.00
Small Scale Comprehensive Plan (SSCP) Amendment Only	$1,500.00
PD (Planned Development District) Amendment (minor amendment excluded) Only	$1,950.00
Special Use Permit Only	$2,925.00
FUD (Flexible Development District) Amendment (minor amendment excluded) Only	$1,950.00
Revision of legal on resolution, ordinance or ad when applicant provides revised legal	$1,375.00
Concurrency Traffic Analysis Reviews for LSCP and SSCP Amendment	Contact Engineering Dept.
Special Exception Application Only	$975.00
Special Exception Application for a Tower Only	$1,300.00
Special Exception Application for Goats, Hogs, Sheep, and Chickens	$0.00
Variance Application Only	$650.00
Notice Requirements (zoning changes, LSCP, SSCP, variances, Special Use Permit, and special exceptions and the like)	Actual or pro-rated expense for public notice requirements depending on the application
Environmental Clearance Report Processing Fee (> 2 acres w/ impact)	$425.00
Environmental Exemption Fee:	
This fee is collected with other building permit fees for projects that would otherwise have to go through Environmental Clearance even though preparation of the Environmental Clearance report would be unnecessary.	
For each Residential Dwelling Unit ** Note	$130.00
For each Commercial/Industrial Building Permit **Note	$325.00
Developer Requested Conference *Note	$400.00
Plat Review (Preliminary Plat and Final Plat, each)	$275.00
Vacation of Plat	$175.00
Vacation of Easement	$130.00
Road (Vacation) Closures	$130.00
Site Plan Review	$425.00
Special Approval:	
Car Tent Sales Permit	$500.00
Off-Premise Sales of Merchandise Permit	$200.00
Beverage License Review	$150.00
Temporary Beverage License (1 to 3 days permit) Review	$25.00

Amusements:	
Bingo	$130.00
Bingo – nonprofit – no fee for a temporary permit (1 to 3 days)	$ 0.00
Carnival and Exhibition	$325.00
Rodeo	$200.00
Palm Reading	$325.00
Zoning/FLUM (Future Land Use Map) Confirmation Letter per property	$20.00
Boat Dock/Boat House	$40.00
Permit Review-New Structures	$65.00
Shed, Carport, Driveway, Slab, Screen Room, Garage, Additions, Swimming Pools, and the like	$40.00
Form Board, Fence and Seawall	$20.00
CO (Certificate of Occupancy) Review	$20.00
Exempt from Planning and Zoning review: re-roof, interior remodel with no change in use, window replacement size for size, hurricane shutters, siding, and garage door.	

Nuisance Abatement Fees	
Standard Abatement ($25.00 per hour)	TBD (To Be Determined)
Noticing, Abatement involving asbestos (cost of the Asbestos Survey includes an additional fee)	Fees Vary
Open Code Violations and/or Lien Confirmation Letter per property	$20.00
Document or Map Purchases	
Zoning Text	per County policy
Comprehensive Plan (text)	$35.00
Evaluation & Appraisal Report Document	$ 125.00
Color Maps (each FLUM or other map)	$20.00
Blueprint Maps (each FLUM or other map "32 x 32")	$ 10.00
Blueprint Maps (each FLUM or other map "24 x 36")	$ 5.00
Copies or Xerox charges – one sided	per County policy
Copies or Xerox charges – two sided	per County policy
Computer Discs with information	per County policy
Cassette tape – 90 minutes	per County policy
Computer Disc without information	per County policy
Garage Sale/Yard Sale Permit ***Note	$ 5.00
Community Garage Sale/Yard Sale Permit ***Note	$25.00
Vesting Order Applications	
Single Lots of Record	$ 175.00
Subdivisions (under 26 units)	$425.00
Subdivisions (26 or more units)	$850.00
Commercial & Industrial Property	$850.00
Appeals (deposit on account)	$1,625.00

***Note**: In an effort to better serve the people, Highlands County Planning and Zoning Staff believe effective communication early in the planning process prevents expensive setbacks later in the process. To this regard, two coordination meetings are available to facilitate effective communication between developer and staff: a pre-application meeting and an application review meeting. It is most beneficial to meet with the Highlands County Planning and Zoning Staff to review a proposal for basic conformity with county land use regulations. The pre-application meeting does well to circumvent routine problems that would otherwise cause delay and added expense. Prior to submitting the application, an application review meeting is also highly recommended to ensure the package is complete and as detailed as possible. There are no fees for the pre-application meeting or the application review meeting. All meetings requested by the developer after the pre-application meeting (excluding the application review meeting) or after an application is submitted qualify as a developer requested conference.

****Note:** No Environmental Exemption Fee will be collected on building permits to replace existing mobile homes and residential dwellings on their original lot or for constructing accessory in unoccupied structures, or remodeling or adding to existing structures.

Development Agreement Legal Review Fee: Actual cost incurred by the legal review and services rendered by the Board Attorney and/or other law firm or service for this purpose.

*****Note**: Garage/Yard Sale Permits to be obtained and paid for at the Tax Collector's Offices.

Highlands County Solid Waste Management Center
Arbuckle Landfill – 12700 Arbuckle Creek Rd.
Sebring, FL 33870
(863) 402-7786
Fee Schedule – FY20-21

Type of Material	Landfill Tipping Fee
Gas Plastic (Ag Plastic)	$45.00 per ton
Class I Waste/Residential MSW (Bulk only)	$45.00 per ton
Class I Waste/Commercial MSW (Bulk only)	$45.00 per ton
White Goods (refrigerators, stoves, water heaters, etc.)	$20.00 per ton
Horticultural/Yard Waste (bulk)	$25.00 per ton
Horticultural/Yard Waste (bagged)	$0.50 per bag
Class I (bagged) maximum of 10 bags	$1.00 per bag
Construction & Demolition (C & D) Waste/Debris	$25.00 per ton
Minimum Charge for Class 1 & Horticultural Bulk Items	$10.00 minimum
Minimum Charge for C & D Bulk Items	$10.00 minimum
Tires, Bulk Rate	$110.00 per ton
Tires, Individual Car Tires (Residential, Up to 20” Tire Size)	FREE
Tires, Individual Truck Tires (Over 20” Tire Size)	$7.50 each
Tires, Individual Mobile Home Tires	$5.00 each
Tires, Large Truck Tires and OTR Tires	$15.00 each
Vehicle & Trailer Weight Tickets	$5.00 per ticket
Animal Carcasses	$75.00 per ton
Asbestos (Need 48 hour notice)	$150.00 per ton
Contaminated Soil (Less than 25 tons, Same origination site)	$45.00 per ton
Road Base Material (concrete and asphalt paving and roofing)	FREE
Grass Clippings	FREE
Mobile Home Trailer 40' or less	$200.00 flat fee
Mobile Home Trailer w/drywall 40' or less	$350.00 flat fee
Mobile Home Trailer over 40'	$300.00 flat fee
Mobile Home Trailer w/drywall over 40'	$450.00 flat fee

Type of Material	Landfill Tipping Fee
Fined Load Fee (Enforcement of Tarp Ordinance)	$50.00 per ton
Fined Load Fee	$50.00 each
Flat Fee – Fined Load	$50.00 per ton
Freon Removal	$15.00 per appliance
Landfill Cover Material Unless Waived	$5.00 per ton
Hazardous Waste	NOT ACCEPTED
Paint Disposal - Commercial	$3.00 per gallon
Fine Dust (Granite, Plastic, Other Materials)	$10.00 per ton
Residential Illegal Dump Property Cleanup by Owner (With Documentation)	FREE
Unloading Fee	$35.00 each
Prohibited Debris Waste Separation Fee (Pick-Up)	$50.00 each
Prohibited Debris Separation Fee (Mini Wheel)	$75.00 each
Prohibited Debris Separation Fee (ALL OTHERS)	$150.00 each
Mechanical Assistance (battery jump)	$25.00 each
Assistance pulling load off vehicle	$25.00 each
RF Tag Replacement	$20.00 each
Propane Tanks - 20 lb. or less	FREE
Propane Tanks – 21 lb. - 30lb.	$5.00 each
Propane Tanks – 31 lb. - 120 lb.	$10.00 each
Propane Tanks – 121 lb. - 250 lb.	$20.00 each

HIGHLANDS COUNTY HEALTH DEPARTMENT (HCHD) PAY GROUPS									
2020-2021	**FEE SCHEDULE**								
NOTE: Fees for HCHD enrolled clients are based on their financial eligibility determination and are adjusted accordingly. Non-HCHD clients pay at 100%									
			A	**B**	**C**	**D**	**E**	**F**	**G**
	Office Visit (OV) NEW (plus individual labs)	**CPT CODES**	**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,23,25,29,37	- Problem/Focused	99201	.00	7.82	15.18	23.00	30.82	38.18	46.00
02,03,23,25,29,37	- Expanded Problem	99202	.00	12.92	25.08	38.00	50.92	63.08	76.00
02,03,23,25,29,37	- Detailed Low	99203	.00	18.53	35.97	54.50	73.03	90.47	109.00
02,03,23,25,29,37	- Comprehensive Hx & Exam	99204	.00	28.22	54.78	83.00	111.22	137.78	166.00
	Office Visit (OV) Established (plus individual labs)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,23,25,29,37	- Minimal	99211	.00	7.82	15.18	23.00	30.82	38.18	46.00
02,03,23,25,29,37	- Problem Focused	99212	.00	12.92	25.08	38.00	50.92	63.08	76.00
02,03,23,25,29,37	- Expanded Prob Focused	99213	.00	16.32	31.68	48.00	64.32	79.68	96.00
02,03,23,25,29,37	- Detailed Hx and Exam	99214	.00	18.53	35.97	54.50	73.03	90.47	109.00
	Adult Physical Exam (Initial)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy Initial Eval age 18-39 years	99385	.00	29.75	57.75	87.50	117.25	145.25	175.00
37	Phy Initial Eval age 40-64 years	99386	.00	32.13	62.37	94.50	126.63	156.87	189.00
	Adult Physical Exam (Periodic)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy periodic Eval age 18-39 years	99395	.00	24.51	47.59	72.10	96.61	119.69	144.20
37	Phy periodic Eval age 40-64 years	99396	.00	26.89	52.21	79.10	105.99	131.31	158.20
	DOT Physical								
37	DOT Physical (Department of Transportation) **FLAT FEE**	99385/99386							150.00
	99385 (18-39) and 99386 (40-64) DOT physicals not eligible for sliding fee schedule								
	Exams - Medicare Visit		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
37	Phy Initial Eval over 65 - (IPPE)	GO402	.00	28.90	55.11	83.50	111.89	138.61	167.00
37	Phy Initial Annual Wellness Eval over 65 - (PPS)	GO438	.00	29.41	57.09	86.50	115.91	143.59	173.00
37	Phy Subsequence Annual Wellness Eval over 65	GO439	.00	19.89	38.61	58.50	78.39	97.11	117.00
	Program Services		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
02,03,04,23,25,37	HIV Counseling, 15 minutes	99401	.00	5.91	11.48	17.40	23.31	28.88	34.79
02,03,04,23,25,37	HIV Counseling, 30 minutes	99402	.00	9.17	17.81	26.98	36.15	44.79	53.96
03,04	TB Risk Factor Assessment & PPD **FLAT FEE**	85680							25.00
03,04	TB Risk Factor Assessment with Quantiferon Gold **FLAT FEE**								37.50
LOCAL CODE	LTBI clinic visit	99211	.00	3.74	7.26	11.00	14.74	18.26	22.00
37	College Physical **FLAT FEE**								45.00
29	School Entry Physical **FLAT FEE**								25.00
29,37	Sports Physical **FLAT FEE**								25.00
37	Screening Pelvic and Clinical Breast Exam - Medicare **FLAT FEE**	G0101							39.25
29,37	Impacted cerumen	99211	.00	3.74	7.26	11.00	14.74	18.26	22.00
29,37	Cerumen Removal with Instrument	69210	.00	8.16	15.84	24.00	32.16	39.84	48.00
25,29,37	Suture removal	99211	.00	3.74	7.26	11.00	14.74	18.26	22.00
29,37	I & D Simple SQ (abcess, cyst)	10060	.00	20.34	39.48	59.82	80.15	99.29	119.63
23,37	I & D Bartholin Abcess Drainage	56420	.00	23.39	45.39	68.78	92.17	114.17	137.56
29,37	Nebulizer Treatment	94640	.00	3.00	5.82	8.82	11.82	14.64	17.64
29,37	Foreign Body Removal, Skin Simple	10120	.00	25.90	50.28	76.19	102.09	126.47	152.37
	IMMUNIZATIONS (Adult)	**CPT Codes per vaccine**		**IMMS Services are NOT based on a sliding fee scale.**					
LOCAL CODE	RN Immunization Travel Immunization evaluation **FLAT FEE**	99211							25.00
	Administration Fee								20.00

	Additional Administration Fee								10.00
	Influenza Adult Plus Admin. Fee								43.96
	Influenza High dose (65 yrs and up) (Price locked in for one year) plus Admin. Fee								43.96
	Hepatitis B (contracted cost for Highlands County employees) plus Admin. Fee								42.89
	RABIES VACCINE (cost plus 30%) - Pre Exposure	90675	**Cost vary depends of the cost of vaccine**						
	RABIES VACCINE (cost + $15) - Post Exposure	90675	**Cost vary depends of the cost of vaccine**						
	Rabie Immune Globulin (cost)	90375	**Cost vary depends of the cost of product**						
Family Planning uses different eligibility criteria for participating clients. The fee scale is adjusted accordingly.									
			A	**B**	**C**	**D**	**E**	**F**	**G**
			0%	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
	FAMILY PLANNING (Including Lab)								
23	RN FP Counseling with Supply - **CPT Code 99211 (Include EC)**		.00	3.81	7.40	11.21	15.02	18.61	22.42
23	RN FP Counseling without Supply - **CPT Code 99403 (Include PT)**		.00	10.70	20.76	31.46	42.16	52.22	62.92
23/J7300/J7302	IUD Couseling (include labs) - **CPT Code 99403**		.00	10.70	20.76	31.46	42.16	52.22	62.92
23	IUD insertion - **CPT Code 58300**		.00	21.25	41.25	62.50	83.75	103.75	125.00
23	IUD Removal - **CPT Code 58301**		.00	16.50	32.02	48.52	65.01	80.53	97.03
23/J7307	Nexplanon Insertion - **CPT Code 11981**		.00	24.70	47.96	72.66	97.36	120.62	145.32
23	Nexplanon Removal - **CPT Code 11982**		.00	27.46	53.30	80.76	108.22	134.06	161.52
23	Nexplanon Removal with Re-insertion **CPT Code 11983**		.00	40.40	78.42	118.83	159.23	197.25	237.65
	Family Planning Exam (Initial)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Family Planning Initial Exam age 12 - 17 years old	99384	.00	18.71	36.32	55.04	73.75	91.36	110.07
23	Family Planning Initial Exam age 18-39 years	99385	.00	20.28	39.36	59.64	79.91	98.99	119.27
23	Family Planning Initial Exam age 40-64 years	99386	.00	23.54	45.69	69.23	92.77	114.92	138.46
	Family Planning Exam (Periodic)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Family Planning Initial Exam age 12-17 years	99394	.00	17.93	34.80	52.73	70.65	87.52	105.45
23	Family Planning Initial Exam age 18-39 years	99395	.00	18.31	35.54	53.85	72.15	89.38	107.69
23	Family Planning Initial Exam age 40-64 years	99396	.00	19.51	37.86	57.37	76.88	95.23	114.74
	Sterilization		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23	Vasectomy Counseling and Referral/Purchase Order		.00	76.50	148.50	225.00	301.50	373.50	450.00
23	Pre-Tubal Ligation Exam and Laproscopic Referral/Purchase Order		.00	340.00	660.00	1000.00	1340.00	1660.00	2000.00
	Pre-Tubal Ligation Exam and Bi-lateral (open) Referral/Purchase Order		.00	340.00	660.00	1000.00	1340.00	1660.00	2000.00
	Pharmaceuticals		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
23/J1050	Depo-Provera		.00	4.85	9.41	14.25	19.10	23.66	28.50
23/J7297	Liletta		.00	7.98	15.49	23.47	31.44	38.95	46.93
23/J7307	Nexplanon (340B Pricing)		.00	67.83	131.67	199.50	267.33	331.17	399.00
23/J7302	Mirena (AT COST - will slide)		.00	53.56	103.97	157.54	211.10	261.51	315.07
23/J7300	Paraguard		.00	39.65	76.96	116.61	156.26	193.57	233.22
	Lab Corp								
	Lab Corp labs are all sent out; service is collected, No fees collected								
	QUEST LABS (Cost plus 50%)								
	STATE Lab Cost								
	In-House Tests (not part of office visit)		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
29,34,37	IH ECG		.00	4.25	8.25	12.50	16.75	20.75	25.00
	DENTAL SERVICES:								
	DIAGNOSTIC		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
DXRAY	COPY OF X-RAYS ON USB/CD/FLASHDRIVE		.00	2.04	3.96	6.00	8.04	9.96	12.00
D0120	PERIODIC ORAL EVALUATION		.00	5.31	10.30	15.61	20.91	25.90	31.21
D0140	LIMITED ORAL EVALUATION		.00	2.83	5.49	8.33	11.16	13.82	16.65
D0145	ORAL EVALUATION FOR PATIENT UNDER 3 YEARS OF AGE		.00	5.66	10.99	16.65	22.30	27.63	33.29
D0150	COMPREHENSIVE ORAL EVALUATION		.00	5.66	10.99	16.65	22.30	27.63	33.29
D0170	RE-EVALUATION, LIMITED, FOCUSED EST		.00	4.25	8.25	12.50	16.75	20.75	25.00

D0180	COMPREHENSIVE PERIODONTAL EVALUATION		.00	5.95	11.55	17.50	23.45	29.05	35.00
D0210	FMX WITH BITE WINGS		.00	11.32	21.97	33.29	44.61	55.26	66.58
D0220	INTRAORAL-PERIAPICAL X-RAY, 1ST FILM		.00	1.36	2.64	4.00	5.36	6.64	8.00
D0230	INTRAORAL PERIAPICAL X-RAY, EACH ADDITIONAL		.00	1.06	2.06	3.12	4.18	5.18	6.24
D0240	INTRAORAL OCCLUSAL X-RAY		.00	2.83	5.49	8.33	11.16	13.82	16.65
D0270	BITEWING XRAY, SINGLE		.00	2.12	4.12	6.25	8.37	10.37	12.49
D0272	BITEWING XRAY, 2 FILMS		.00	3.18	6.18	9.37	12.55	15.55	18.73
D0274	BITEWING XRAY, 4 FILMS		.00	3.89	7.55	11.45	15.34	19.00	22.89
D0330	PANORAMIC X-RAY		.00	10.61	20.60	31.22	41.83	51.82	62.43
D0460	PULP VITALITY TEST- INCLUDES MULTIPLE TEETH		.00	2.38	4.62	7.00	9.38	11.62	14.00
	PREVENTATIVE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D0470	DIAGNOSTIC CASTS		.00	7.78	15.11	22.89	30.67	38.00	45.78
D1110	ADULT PROPHY (12+)		.00	6.37	12.36	18.73	25.09	31.08	37.45
D1120	CHILD PROPHY		.00	4.95	9.61	14.57	19.52	24.18	29.13
D1206	TOPICAL FLUORIDE VARNISH		.00	3.89	7.55	11.45	15.34	19.00	22.89
D1330	ORAL HYGIENE INSTRUCTION		.00	2.12	4.12	6.25	8.37	10.37	12.49
D1351	SEALANT-per tooth		.00	4.60	8.93	13.53	18.12	22.45	27.05
D1310	NUTRITIONAL COUNSELING		.00	2.55	4.95	7.50	10.05	12.45	15.00
D1320	TOBACCO COUNSELING		.00	2.55	4.95	7.50	10.05	12.45	15.00
D1510	SPACE MAINTAINER-fixed-unilateral		.00	25.47	49.44	74.91	100.37	124.34	149.81
D1515	SPACE MAINTAINER-fixed-bilateral		.00	51.00	99.00	150.00	201.00	249.00	300.00
D1550	RECEMENT SPACE MAINTAINER		.00	6.01	11.68	17.69	23.70	29.37	35.38
D1555	REMOVAL OF SPACE MAINTAINER-not originally placed		.00	5.95	11.55	17.50	23.45	29.05	35.00
	RESTORATIVE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D2140	AMALGAM 1 SURFACE- PRIMARY OR PERMANENT		.00	10.97	21.29	32.26	43.22	53.54	64.51
D2150	AMALGAM 2 SURFACES- PRIMARY OR PERMANENT		.00	14.50	28.16	42.66	57.16	70.82	85.32
D2160	AMALGAM 3 SURFACES- PRIMARY OR PERMANENT		.00	18.04	35.02	53.06	71.10	88.08	106.12
D2161	AMALGAM 4 + SURFACES- PRIMARY OR PERMANENT		.00	21.58	41.88	63.46	85.04	105.34	126.92
D2330	RESIN- ONE SURFACE, ANTERIOR		.00	12.03	23.34	35.37	47.40	58.71	70.74
D2331	RESIN- TWO SURFACE, ANTERIOR		.00	13.80	26.78	40.58	54.38	67.36	81.16
D2332	RESIN- THREE SURFACE, ANTERIOR		.00	15.57	30.21	45.78	61.35	75.99	91.56
D2335	RESIN- 4+ SURFACES OR INCISAL ANGLE		.00	25.47	49.44	74.91	100.37	124.34	149.81
D2390	RESIN- CROWN ANTERIOR		.00	25.47	49.44	74.91	100.37	124.34	149.81
D2391	RESIN- 1 SURFACE, POST		.00	10.97	21.29	32.26	43.22	53.54	64.51
D2392	RESIN- 2 SURFACE, POST		.00	14.50	28.16	42.66	57.16	70.82	85.32
D2393	RESIN- 3 SURFACE, POST		.00	18.04	35.02	53.06	71.10	88.08	106.12
D2394	RESIN- 4+ SURFACES, POST		.00	21.58	41.88	63.46	85.04	105.34	126.92
	CROWN AND BRIDGE		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D2510	INLAY-METALLIC ONE SURFACE		.00	85.00	165.00	250.00	335.00	415.00	500.00
D2520	INLAY-METALLIC TWO SURFACE		.00	89.25	173.25	262.50	351.75	435.75	525.00
D2530	INLAY-METALLIC THREE+ SURFACE		.00	93.50	181.50	275.00	368.50	456.50	550.00
D2542	ONLAY METALLIC TWO SURFACE		.00	93.50	181.50	275.00	368.50	456.50	550.00
D2543	ONLAY METALLIC THREE SURFACE		.00	97.75	189.75	287.50	385.25	477.25	575.00
D2544	ONLAY METALLIC FOUR+ SURFACE		.00	102.00	198.00	300.00	402.00	498.00	600.00
D2610	INLAY, PORCELAIN/CERAMIC, ONE SURFACE		.00	102.00	198.00	300.00	402.00	498.00	600.00
D2620	INLAY, PORCELAIN/CERAMIC, 2 SURFACES		.00	106.25	206.25	312.50	418.75	518.75	625.00
D2630	INLAY, PORCELAIN/CERAMIC, 3 OR MORE SURFACES		.00	112.20	217.80	330.00	442.20	547.80	660.00
D2710	CROWN-FULL RESIN -LAB		.00	27.24	52.88	80.12	107.35	132.99	160.23
D2721	CROWN-RESIN WITH PRE BASE METAL		.00	30.07	58.37	88.44	118.51	146.81	176.88
D2740	CROWN-FULL PROC		.00	80.65	156.56	237.22	317.87	393.78	474.43
D2750	CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL		.00	119.00	231.00	350.00	469.00	581.00	700.00

D2752	CROWN-PORC FUSED/NOBEL METAL		.00	119.00	231.00	350.00	469.00	581.00	700.00
D2790	CROWN-FULL CAST HIGH NOBLE METAL		.00	119.00	231.00	350.00	469.00	581.00	700.00
D2792	CROWN-FULL CAST NOBLE METAL		.00	102.00	198.00	300.00	402.00	498.00	600.00
D2791	CROWN-FULL CAST BASE METAL		.00	102.00	198.00	300.00	402.00	498.00	600.00
D2799	PROVISIONAL CROWN TO BE WORN ATLEAST 6 MONTHS		.00	34.00	66.00	100.00	134.00	166.00	200.00
D2910	RECEMENT INLAY		.00	11.90	23.10	35.00	46.90	58.10	70.00
D2915	RECEMENT CAST OR PREFABRICATED POST AND CORE		.00	8.50	16.50	25.00	33.50	41.50	50.00
D2920	RECEMENT CROWN		.00	9.35	18.15	27.50	36.85	45.65	55.00
D2930	STAINLESS STEEL CROWN-PRIMARY TOOTH		.00	24.06	46.70	70.75	94.81	117.45	141.50
D2931	STAINLESS STEEL CROWN-PERMANENT TOOTH		.00	24.06	46.70	70.75	94.81	117.45	141.50
D2932	PREFABRICATED RESIN CROWN		.00	24.06	46.70	70.75	94.81	117.45	141.50
D2933	STAINLESS STEEL CROWN/RESIN WITH RESIN WINDOW		.00	30.07	58.37	88.44	118.51	146.81	176.88
D2940	TEMP SEDATIVE RESTORATION		.00	6.37	12.36	18.73	25.09	31.08	37.45
D2950	CORE BUILDUP WITH PINS		.00	22.99	44.63	67.63	90.62	112.26	135.25
D2951	PIN RETENTION		.00	0.71	1.37	2.08	2.79	3.45	4.16
D2952	CAST POST & CORE, IN ADD TO CROWN		.00	18.75	36.39	55.14	73.89	91.53	110.28
D2954	PREFAB POST & CORE IN ADD TO CROWN		.00	26.35	51.15	77.50	103.85	128.65	155.00
D2960	LABIAL VENEER (RESIN LAMINATE)-CHAIRSIDE		.00	42.50	82.50	125.00	167.50	207.50	250.00
D2961	LABIAL VENEER (RESIN LAMINATE)-LABORATORY		.00	79.90	155.10	235.00	314.90	390.10	470.00
D2962	VENEERS (LABIAL VENEER PROCELAIN LAMINATE LAB)		.00	127.50	247.50	375.00	502.50	622.50	750.00
D2970	TEMP CRN AS IMMED. PROTECTION, NOT AS TEMP FOR PERM CRN FABRICATION		.00	34.00	66.00	100.00	134.00	166.00	200.00
D2980	CROWN REPAIR BY REPORT		.00	49.30	95.70	145.00	194.30	240.70	290.00
	ENDODONTICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D3110	PULP CAP-DIRECT		.00	4.60	8.93	13.53	18.12	22.45	27.05
D3120	PULP CAP-INDIRECT		.00	3.89	7.55	11.45	15.34	19.00	22.89
D3220	PULPOTOMY-PRI OR PERM		.00	17.69	34.34	52.03	69.71	86.36	104.05
D3221	PULPAL DEB, PRI AND PERM		.00	10.61	20.60	31.22	41.83	51.82	62.43
D3230	PULPAL THERAPY (RESORBABLE FILLING) ANT,PRI		.00	26.53	51.50	78.03	104.56	129.53	156.06
D3240	PULPAL THERAPY (RESORBABLE FILLING) POST,PRIM		.00	30.07	58.37	88.44	118.51	146.81	176.88
D3310	ANTERIOR ENDODONTICS		.00	52.35	101.63	153.98	206.33	255.61	307.96
D3320	PREMOLAR ENDODONTICS		.00	67.21	130.47	197.68	264.89	328.15	395.36
D3330	MOLAR ENDODONTICS		.00	83.13	161.37	244.50	327.62	405.86	488.99
D3331	TREATMENT OF ROOT CANAL OBST;NON SURG		.00	17.69	34.34	52.03	69.71	86.36	104.05
D3333	INTERAL ROOT REPAIR OF PERFORMATION DEFECTS		.00	10.97	21.29	32.26	43.22	53.54	64.51
D3346	ENDODONTIC RETREATMENT-ANT		.00	82.45	160.05	242.50	324.95	402.55	485.00
D3347	ENDODONTIC RETREATMENT-PREMOLA		.00	91.80	178.20	270.00	361.80	448.20	540.00
D3348	ENDODONTIC RETREATMENT-MOLAR		.00	117.30	227.70	345.00	462.30	572.70	690.00
D3351	APEXIFICATION-INITAL TREATMENT		.00	29.71	57.68	87.40	117.11	145.08	174.79
D3352	APEXIFICATION-INTERIM TREATMENT		.00	19.81	38.45	58.26	78.07	96.71	116.52
D3353	APEXIFICATION-FINAL VISIT		.00	39.62	76.91	116.53	156.15	193.44	233.06
D3410	APICOECTOMY-ANTERIOR		.00	26.53	51.50	78.03	104.56	129.53	156.06
D3430	RETROGRADE FILLING-PER ROOT		.00	8.84	17.17	26.01	34.85	43.18	52.02
D3450	AMPUTATION		.00	20.91	40.59	61.50	82.41	102.09	123.00
D3470	INTENTIONAL REMOVAL AND REPLANTATION WITH SPLINTING		.00	51.00	99.00	150.00	201.00	249.00	300.00
	PERIODONTICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D4210	GINGIVOPLASTY/PER QUADRANT FOUR OR MORE TEETH		.00	37.14	72.10	109.24	146.38	181.34	218.48
D4211	GINGICOPLASTY/1-3 TEETH IN QUAD OR SPACE		.00	15.92	30.90	46.82	62.73	77.71	93.63
D4240	GINGIVAL FLAP PROCEDURE, INCLUDING ROOT PLANNING, 4 OR MORE TEETH		.00	76.32	148.15	224.47	300.79	372.62	448.94
D4241	GINGIVAL FLAP PROCEDURE INCLUDING ROOT PLANING, 1-3 TEETH PER QUADRANT		.00	48.59	94.32	142.91	191.50	237.23	285.82
D4249	CLINICAL CROWN LENGTHENING		.00	59.50	115.50	175.00	234.50	290.50	350.00
D4260	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) 4 or > CONTIGUOUS T		.00	40.33	78.28	118.61	158.94	196.89	237.22

D4261	OSSEOUS SURGERY (INCLUDING FLAP ENTRY AND CLOSURE) 1 to 3 CONTIGUOUS T		.00	34.00	66.00	100.00	134.00	166.00	200.00
D4271	FREE SOFT TISSUE GRAFT		.00	68.00	132.00	200.00	268.00	332.00	400.00
D4321	PROVISIONAL SPLINTING-EXTRACORONAL		.00	42.50	82.50	125.00	167.50	207.50	250.00
D4341	PER SCALING/ROOT PLANING-QUAD+4		.00	7.08	13.73	20.81	27.89	34.54	41.62
D4342	PER SCALING PLAN QUAD 1-3		.00	3.54	6.86	10.40	13.94	17.26	20.80
D4346	GENERALIZED SCALING		.00	28.30	54.93	83.23	111.53	138.16	166.46
D4355	FULL MOUTH DEBRIDMENT		.00	18.40	35.71	54.11	72.50	89.81	108.21
D4910	PERIDONTAL MAINTENANCE		.00	13.60	26.40	40.00	53.60	66.40	80.00
D4999	UNSPECIFIED PERIODONTIST PROCEDURE		.00	8.50	16.50	25.00	33.50	41.50	50.00
	PROSTHETICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D5110	COMPLETE DENTURE (MAXILLARY)		.00	109.66	212.87	322.53	432.18	535.39	645.05
D5120	COMPLETE DENTURE (MANDIBULAR)		.00	109.66	212.87	322.53	432.18	535.39	645.05
D5130	IMMEDIATE UPPER DENTURE		.00	136.00	264.00	400.00	536.00	664.00	800.00
D5140	IMMEDIATE LOWER DENTURE		.00	136.00	264.00	400.00	536.00	664.00	800.00
D5211	MAXILLARY PARTIAL DENTURE-RESI		.00	58.37	113.30	171.67	230.04	284.97	343.34
D5212	MANDIBULAR PARTIAL DENTURE-RES		.00	58.37	113.30	171.67	230.04	284.97	343.34
D5213	MAX PARTIAL DENTURE-CAST		.00	111.43	216.30	327.73	439.15	544.02	655.45
D5214	MAN PARTIAL DENTURE-CAST		.00	111.43	216.30	327.73	439.15	544.02	655.45
D5225	MAXILLARY PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS A		.00	119.00	231.00	350.00	469.00	581.00	700.00
D5226	MANDIBULAR PARTIAL DENTURE-FLEXIABLE BASE (INCLUDING ANY CLASPS, RESTS		.00	119.00	231.00	350.00	469.00	581.00	700.00
D5410	ADJUST COMPLETE DENTURE,UPPER		.00	4.95	9.61	14.57	19.52	24.18	29.13
D5411	COMPLETE DENTURE ADJUSTMENT, LOWER		.00	4.95	9.61	14.57	19.52	24.18	29.13
D5421	PARTIAL DENTURE ADJUSTMENT, UPPER		.00	4.95	9.61	14.57	19.52	24.18	29.13
D5422	PARTIAL DENTURE ADJUSTMENT, LOWER		.00	4.95	9.61	14.57	19.52	24.18	29.13
D5510	REPAIR BROKEN COMPLETE DENTURE BASE		.00	25.50	49.50	75.00	100.50	124.50	150.00
D5520	REPLACE MISSING OR BROKEN TEETH-COMPLETE		.00	13.80	26.78	40.58	54.38	67.36	81.16
D5610	REPAIR RESIN/PARTIAL BASE		.00	25.50	49.50	75.00	100.50	124.50	150.00
D5620	REPAIR CASE FRAMEWORK		.00	25.50	49.50	75.00	100.50	124.50	150.00
D5630	REPAIR OR REPLACE BROKEN CLASP		.00	19.81	38.45	58.26	78.07	96.71	116.52
D5640	REPLACE BROKEN TOOTH (PER TOOTH)		.00	13.80	26.78	40.58	54.38	67.36	81.16
D5650	ADD TOOTH TO EXIST PARTIAL DENTURE CLASP EXIST PARTIAL		.00	14.86	28.84	43.70	58.55	72.53	87.39
D5660	ADD CLASP EXIST PARTIAL		.00	18.40	35.71	54.11	72.50	89.81	108.21
D5670	REPLACE TEETH AND ACRYLIC MAXILLARY PARTIAL DENTURE		.00	72.25	140.25	212.50	284.75	352.75	425.00
D5671	REPLACE TEETH AND ACRYLIC MANDIBULAR PARTIAL DENTURE		.00	72.25	140.25	212.50	284.75	352.75	425.00
D5730	RELINE MAX DENTURE (CHAIRSIDE)		.00	22.29	43.26	65.55	87.84	108.81	131.10
D5731	RELINE MAN COMPLETE (CHAIRSIDE)		.00	22.29	43.26	65.55	87.84	108.81	131.10
D5740	RELINE MAX PART DENT (CHAIRSIDE)		.00	22.29	43.26	65.55	87.84	108.81	131.10
D5741	RELINE MAN PART DENT (CHAIRSIDE)		.00	22.29	43.26	65.55	87.84	108.81	131.10
D5750	RELINE MAX COMPLETE DENT (LAB)		.00	39.97	77.59	117.57	157.54	195.16	235.13
D5751	RELINE MAN COMPLETE DENT (LAB)		.00	39.97	77.59	117.57	157.54	195.16	235.13
D5760	RELINE MAX PART DENT (LAB)		.00	39.97	77.59	117.57	157.54	195.16	235.13
D5761	RELINE MAN PART DENT (LAB)		.00	39.97	77.59	117.57	157.54	195.16	235.13
D5820	INTERIM PARTIAL DENTURE MAX		.00	38.91	75.53	114.45	153.36	189.98	228.89
D5821	INTERIM PARTIAL DENTURE MAN		.00	38.91	75.53	114.45	153.36	189.98	228.89
D5850	MAXILLARY TISSUE CONDITIONING		.00	21.25	41.25	62.50	83.75	103.75	125.00
D5851	MANDIBULAR TISSUE CONDITIONING		.00	21.25	41.25	62.50	83.75	103.75	125.00
D5862	PRECISION ATTACHMENT BY REPORT		.00	21.25	41.25	62.50	83.75	103.75	125.00
D5899	OPEN FACE CROWN FOR DENTURE		.00	25.50	49.50	75.00	100.50	124.50	150.00
D5982	SURGICAL STENT		.00	25.50	49.50	75.00	100.50	124.50	150.00
D5986	FLUORIDE GEL CARRIER		.00	17.51	33.99	51.50	69.01	85.49	103.00
	IMPLANT		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**

D6053	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR COMPLETELY EDENT	.00	144.50	280.50	425.00	569.50	705.50	850.00
D6054	IMPLANT ABUTMENT SUPPORTED REMOVABLE DENTURE FOR PARTIALLY EDENTUL	.00	144.50	280.50	425.00	569.50	705.50	850.00
D6055	DENTAL IMPLANT SUPPORT CONNECTING BAR	.00	221.00	429.00	650.00	871.00	1079.00	1,300.00
D6056	PREFABRICATED ABUTMENT-INCLUDES PLACEMENT	.00	68.00	132.00	200.00	268.00	332.00	400.00
D6057	CUSTOM ABUTMENT-INCLUDES PLACEMENT	.00	85.00	165.00	250.00	335.00	415.00	500.00
D6058	ABUTMENT SUPPORTED PORCELAIN CERAMIC CROWN	.00	127.50	247.50	375.00	502.50	622.50	750.00
D6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN (HIGH NOBLE METAL	.00	127.50	247.50	375.00	502.50	622.50	750.00
D6062	ABUTMENT SUPPORTED CAST METAL CROWN (HIGH NOBLE METAL)	.00	110.50	214.50	325.00	435.50	539.50	650.00
D6068	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN CERAMIC FPD	.00	127.50	247.50	375.00	502.50	622.50	750.00
D6069	ABUTMENT SUPPORTED RETAINER FOR PORCELAIN FUSED TO MATEL FPD (HIGH N	0.00	127.50	247.50	375.00	502.50	622.50	750.00
D6072	ABUTMENT SUPPORTED RETAINER FOR CAST METAL FPD (HIGH NOBLE METAL)	.00	110.50	214.50	325.00	435.50	539.50	650.00
D6078	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR COMPLETELY EDENTULOUS	.00	136.00	264.00	400.00	536.00	664.00	800.00
D6079	IMPLANT ABUTMENT SUPPORTED FIXED DENTURE FOR PARTIALLY EDENTULOUS AR	.00	136.00	264.00	400.00	536.00	664.00	800.00
D6090	REPAIR IMPLANT SUPPORTED PROSTHESIS, BY REPORT	.00	29.75	57.75	87.50	117.25	145.25	175.00
D6091	REPLACEMENT OF SEMI PRECISION ATTACHMENT PER (PRECISION ATTACHMENT	.00	76.50	148.50	225.00	301.50	373.50	450.00
D6092	RECEMENT IMPLANTABUTMENT SUPPORTED CROWN	.00	17.00	33.00	50.00	67.00	83.00	100.00
D6093	RECEMENT IMPLANT ABUTMENT SUPPORTED FIXED PARTIAL DENTURE	.00	18.70	36.30	55.00	73.70	91.30	110.00
D6095	REPAIR IMPLANT ABUTMENT, BY REPORT	.00	29.75	57.75	87.50	117.25	145.25	175.00
D6210	PONTIC-CAST HIGH NOBLE METAL	.00	110.50	214.50	325.00	435.50	539.50	650.00
D6240	PONTIC-PORCELAIN FUSED TO HIGH NOBLE METAL	.00	110.50	214.50	325.00	435.50	539.50	650.00
D6241	PONTIC-PORCELAIN FUSED TO BASE METAL	.00	119.00	231.00	350.00	469.00	581.00	700.00
D6245	PONTIC-PORCELAIN/CERAMIC	.00	68.00	132.00	200.00	268.00	332.00	400.00
D6545	RETAINER, CAST METAL FOR RESIN BONDED FIXED PROSTHESIS	.00	68.00	132.00	200.00	268.00	332.00	400.00
D6548	RETAINER-PORCELAIN/CERAMIC FOR RESIN BONDED FIXED PROSTHESIS	.00	136.00	264.00	400.00	536.00	664.00	800.00
D6721	RETAINER-PORCELAIN FUSED TO BASE METAL	.00	119.00	231.00	350.00	469.00	581.00	700.00
D6750	RETAINER CROWN-PORCELAIN FUSED TO HIGH NOBLE METAL	.00	127.50	247.50	375.00	502.50	622.50	750.00
D6752	RETAINER CROWN-PORCELAIN FUSED TO NOBLE METAL	.00	127.50	247.50	375.00	502.50	622.50	750.00
D6790	RETAINER CROWN FULL CAST HIGH NOBLE METAL	.00	110.50	214.50	325.00	435.50	539.50	650.00
D6930	RECEMENT FIXED PARTIAL DENTURE	.00	12.75	24.75	37.50	50.25	62.25	75.00
D6940	STRESS BREAKER	.00	29.75	57.75	87.50	117.25	145.25	175.00
D6950	IMPLANT PRECISION ATTACHMENT	.00	63.92	124.08	188.00	251.92	312.08	376.00
D6980	BRIDGE REPAIR BY REPORT	.00	17.00	33.00	50.00	67.00	83.00	100.00
	ORAL SURGERY	**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D7111	EXTRACTION DECIDUOUS TEETH	.00	9.55	18.54	28.09	37.64	46.63	56.18
D7140	EXTRACTION,ERUPTED TOOTH OR EXPOSED ROOT	.00	9.89	19.20	29.09	38.98	48.29	58.18
D7210	SURGICAL REMOVAL ERUPTED TOOTH	.00	14.15	27.47	41.62	55.76	69.08	83.23
D7220	REMOVAL OF IMPACTION-SOFT TISSUE	.00	21.93	42.57	64.51	86.44	107.08	129.01
D7230	REMOVAL OF IMPACTION-PART BONY	.00	27.24	52.88	80.12	107.35	132.99	160.23
D7240	REMOVAL OF IMPACTION-COMP BONY	.00	27.95	54.25	82.20	110.14	136.44	164.39
D7241	REMOVAL OF IMPACTION-DIFFICULT	.00	29.01	56.31	85.32	114.32	141.62	170.63
D7250	SURGICAL REMOVAL RESIDUAL ROOT	.00	19.10	37.08	56.18	75.28	93.26	112.36
D7260	ORANTAL FISTULA CLOSURE	.00	59.43	115.36	174.79	234.22	290.15	349.58
D7270	TOOTH REPLANTATION AND STABILITY	.00	9.55	18.54	28.09	37.64	46.63	56.18
D7280	SURGICAL EXPOSURE OF IMPACTED OR UNERUPTED-NOT TO BE EXTRACTED	.00	48.11	93.39	141.50	189.61	234.89	283.00
D7285	BIOPSY OF ORAL TISSUE-HARD	.00	25.50	49.50	75.00	100.50	124.50	150.00
D7286	BIOPSY OF ORAL TISSUE-SOFT	.00	20.40	39.60	60.00	80.40	99.60	120.00
D7310	ALVEOLOPLASTY/EXTRACTION-FOUR OR MORE TEETH OR TOOTH SPACES, PER QUA	.00	15.92	30.90	46.82	62.73	77.71	93.63
D7311	ALVEOLOPLASTY/EXTRACTION-ONE TO THREE TEETH OR TOOTH SPACES, PER QUAD	.00	22.10	42.90	65.00	87.10	107.90	130.00
D7320	ALVEOLOPLASTY/NO EXTRACT-FOUR OR MORE TEETH OR TOOTH SPACES,PER QUAD	.00	19.81	38.45	58.26	78.07	96.71	116.52
D7321	ALVEOLOPLASTY/NO EXTRACT-ONE TO THREE TEETH OR TOOTH SPACES,PER QUAD	.00	27.20	52.80	80.00	107.20	132.80	160.00
D7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	.00	25.50	49.50	75.00	100.50	124.50	150.00

D7411	EXCISION OF BENIGN LESION OVER 1.25 CM		.00	34.00	66.00	100.00	134.00	166.00	200.00
D7450	REMOVAL ODONTOGENIC CYST<1.25 CM		.00	42.50	82.50	125.00	167.50	207.50	250.00
D7471	REMOVAL OF EXOSTOSIS		.00	68.00	132.00	200.00	268.00	332.00	400.00
D7510	INCISION & DRAINAGE OF ABSCESS-INTRORAL SOFT		.00	16.63	32.27	48.90	65.53	81.17	97.80
D7520	I & D OF ABCESS-EXTRORAL SOFT TISS		.00	23.70	46.01	69.71	93.40	115.71	139.41
D7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS		.00	17.00	33.00	50.00	67.00	83.00	100.00
D7540	REMOVAL OF REACTION PRODUCING FOREIGN BODIES, MUSCULOSKELETAL SYSTE		.00	42.50	82.50	125.00	167.50	207.50	250.00
D7820	CLOSE REDUCTION TMJ DISLOCATION		.00	10.54	20.46	31.00	41.54	51.46	62.00
D7880	OCCLUSAL ORTHOTIC DEVICE, BY REPORT		.00	91.65	177.90	269.55	361.20	447.45	539.10
D7910	SUTURE SMAL WOUND >5 CM		.00	17.00	33.00	50.00	67.00	83.00	100.00
D7911	COMPLICATED SUTURE > 5 CM		.00	44.20	85.80	130.00	174.20	215.80	260.00
D7960	FRENULECTOMY		.00	34.00	66.00	100.00	134.00	166.00	200.00
D7970	EXCISION-HYPERPLASTIC TISSUE PER ARCH		.00	29.71	57.68	87.40	117.11	145.08	174.79
D7971	EXCISION-PERICORONAL GINGIVAE ON IMPACTED OR PARTIALLY ERRUPTED		.00	17.00	33.00	50.00	67.00	83.00	100.00
	ORTHODONTICS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D8010	LIMITED ORTHO TREATMENT OF THE PRI DENTITION		.00	42.50	82.50	125.00	167.50	207.50	250.00
D8020	LIMITED ORTHO TREATMENT OF THE TRANSITIONAL DENTITION		.00	42.50	82.50	125.00	167.50	207.50	250.00
D8030	LIMITED ORTH TREATMENT OF THE ADOLESCENT DENTITION		.00	42.50	82.50	125.00	167.50	207.50	250.00
D8040	LIMITED ORTHO TREATMENT OF THE ADULT DENTITION		.00	42.50	82.50	125.00	167.50	207.50	250.00
D8070	COMPREHENSIVE ORTHO TREATMENT-TRANS		.00	510.00	990.00	1500.00	2010.00	2490.00	3,000.00
D8080	COMPREHENSIVE ORTHO TREATMENT-ADOLESCENT		.00	544.00	1056.00	1600.00	2144.00	2656.00	3,200.00
D8090	COMPREHENSIVE ORTHO TREATMENT-ADULT DENT		.00	595.00	1155.00	1750.00	2345.00	2905.00	3,500.00
D8210	REMOVALBE HABIT APPLIANCE		.00	51.00	99.00	150.00	201.00	249.00	300.00
D8220	FIXED HABIT APPLIANCE		.00	51.00	99.00	150.00	201.00	249.00	300.00
D8999	UNSPECIFIED ORTHODONTICS BY REPORT		.00	8.50	16.50	25.00	33.50	41.50	50.00
	MISCELLANEOUS		**0%**	**17%**	**33%**	**50%**	**67%**	**83%**	**100%**
D9110	EMERGENCY / PALLIATIVE TREATMENT		.00	10.20	19.80	30.00	40.20	49.80	60.00
D9120	FIXED PARTIAL DENTURE SECTIONING		.00	17.00	33.00	50.00	67.00	83.00	100.00
D9210	LOCAL ANESTHESIA		.00	1.70	3.30	5.00	6.70	8.30	10.00
D9212	TRIGEMINAL DIVISION BLOCK ANESTHESIA		.00	1.70	3.30	5.00	6.70	8.30	10.00
D9215	LOCAL ANESTHESIA		.00	1.70	3.30	5.00	6.70	8.30	10.00
D9220	GENERAL ANESTHESIA/FIRST 30 MIN		.00	26.01	50.49	76.50	102.51	126.99	153.00
D9221	GENERAL ANTHESIA-EACH ADD.30 MIN		.00	12.41	24.09	36.50	48.91	60.59	73.00
D9230	ANALGESIA - NITROUS OXIDE PER 15 minutes		.00	9.92	19.26	29.19	39.11	48.45	58.37
D9310	PROFESSIONAL CONSULTATION		.00	8.50	16.50	25.00	33.50	41.50	50.00
D9430	OFFICE VISIT POST OPERATIVE (NO CHARGE)		.00	0.00	0.00	0.00	0.00	0.00	-
D9440	OFFICE VISIT, AFTER REGULAR SCHEDULED HOURS		.00	12.75	24.75	37.50	50.25	62.25	75.00
D9630	OTHER DRUGS AND/OR MEDICAMENTS, BY REPORT		.00	1.87	3.63	5.50	7.37	9.13	11.00
D9910	DESENSITIZING MEDICATION PER VISIT		.00	4.42	8.58	13.00	17.42	21.58	26.00
D9911	APPLICATION OF DESENSITIZING RESIN FOR CERVICAL AND/OR ROOT SURFACE, PE		.00	4.42	8.58	13.00	17.42	21.58	26.00
D9920	BEHAVIOR MGT (15 MIN INCREMENTS)		.00	8.49	16.48	24.97	33.46	41.45	49.94
D9930	POST SURGICAL COMPLICATIONS		.00	10.20	19.80	30.00	40.20	49.80	60.00
D9940	OCCLUSAL GUARD IN HOUSE		.00	11.05	21.45	32.50	43.55	53.95	65.00
D9940	OCCLUSAL GUARD OFF SITE LAB		.00	55.25	107.25	162.50	217.75	269.75	325.00
D9941	FABRICATION-ATHLETIC MOUTHGUARD		.00	12.75	24.75	37.50	50.25	62.25	75.00
D9942	REPAIR AND/OR RELINE OF OCCLUSAL GUARD		.00	8.50	16.50	25.00	33.50	41.50	50.00
D9950	OCCLUSION ANALYSIS-MOUNTED CASE		.00	12.75	24.75	37.50	50.25	62.25	75.00
D9951	OCCLUSAL ADJUSTMENT-LIMITED		.00	5.10	9.90	15.00	20.10	24.90	30.00
D9952	COMPLETE OCCLUSAL ADJUSTMENT		.00	51.00	99.00	150.00	201.00	249.00	300.00
D9971	ODONTOPLASTY 1-2 TEETH		.00	2.55	4.95	7.50	10.05	12.45	15.00
D9972	BLEACHING, EXTERNAL PER ARCH		.00	25.50	49.50	75.00	100.50	124.50	150.00

D9974	INTERNAL BLEACHING PER TOOTH		.00	8.50	16.50	25.00	33.50	41.50	50.00
D9999	UNSPECIFIED BY REPORT		.00	8.50	16.50	25.00	33.50	41.50	50.00
BLEACH	BLEACHING TUBE ONLY, 2 TUBES		.00	8.50	16.50	25.00	33.50	41.50	50.00
TOOTH	EACH ADDITIONAL TOOTH ADDED TO PARTIAL		.00	10.20	19.80	30.00	40.20	49.80	60.00
ENVIRONMENTAL HEALTH Fees		**NOTE: EH Services are NOT based on a sliding fee scale.**							
	361 - OSTDS								
	OSTDS I/M Permit (county fee)								15.00
	OSTDS Aerobic Permit (county fee)								20.00
	OSTDS Septic Tank Manufacturer Annual Permit (county fee)								25.00
	County Fee OSTDS Application								160.00
	County Fee OSTDS Operating Permit								15.00
	OSTDS County Other Service								50.00
	348 - Food Service								
	County Fee Bars/Lounges, drink service only								60.00
	County Fee Fraternal/Civic Organizations								60.00
	County Fee Institutional								60.00
	County Fee Jail / Prison								60.00
	County Fee Limited Event								75.00
	County Fee Movie Theatre								60.00
	County Fee Residential Facility								60.00
	County Fee School Cafeteria, more than 9 mos of operation								60.00
	County Fee School Cafeteria, less than 9 mos of operation								60.00
	County Fee Limited Food								60.00
	County Fee Catering								60.00
	County Fee Mobile								60.00
	357 - Limited Use Water								
	County Fee Annual Public Water Permit								50.00
	360 - Swimming Pools / Bathing Places								
	County Fee Annual Permit, Pool over 25000 gal								110.00
	County Fee Annual Permit, Pool under 25000 gal								60.00
	359 - Other Water Laboratory Fees								
	354 - Mobile Home/RV								
	County Fee Mobile Home/RV Application								100.00
	351 - Group Care								
	County Fee Application								125.00
	352 - Migrant Labor Camp								
	County Fee Annual Permit, more than 100 residents								300.00
	County Fee Annual Permit, 51 to 100 residents								250.00
	County Fee Annual Permit, less than 50 residents								200.00
	364 Biomedical Waste Generators								
	County Fee Annual Permit								55.00
	369 Tanning Facility								
	County Fee Annual Permit								50.00
	359 - Wells								
	Augmentation well								100.00
	Public Water Well 6 inch to 12 inch								400.00
	Public Water Well less than 6 inch								300.00
	Replacement well/Redrill								80.00
	Domestic Well								90.00
	Domestic Irrigation Well up to 4 inches								80.00
	Commercial Irrigation Well 4 inches or less								100.00
	Commercial Irrigation Well greater than 4 inches								150.00

	Other Irrigation Well								100.00
	Fire Use Well								150.00
	Heat Exchange Well (Commercial)								200.00
	Heat Exchange Well (Domestic)								100.00
	Monitoring/Piezometers/Test Wells - per well								50.00
	Air Sparging Well (up to 8 wells)								75.00
	Elevator Shaft								500.00
	Well Modification up to 4 inch								50.00
	Well Modification greater than 4 inch								100.00
	Well Abondonment (up to 6 inches)								50.00
	Well Abondonment (greater than 6 inches)								100.00
	Re-inspection Fee/Site Revisit (Domestic)								50.00
	Re-inspection Fee/Site Revisit (Commerical)								100.00
	Variance Application for Replacement Well								50.00
	Variance Application for FAC 64E-8								150.00
	Partial Long/Short Test Re-test								75.00
	Late Fee for Limited Use Water System - Permit renewal after October 1								75.00
	Inspector General Service Per hour								50.00
VITAL STATISTICS Fees									
	1 Birth Certificate								12.00
	Extra Copies of same Birth Certificate								7.00
	1 Death Certificate								10.00
	Extra Copies of same Death Certificate								8.00
	Plastic Sleeves for Birth Certificate protection								2.00
	Notary of Documents								10.00
PROFESSIONAL FEE FOR LEGAL SERVICES AND COPYING CHARGES									
	Testimony (Depositions, Trial, Hearings)	**Note: Fees are based on HCHD costs.**							
	Physician, Dentist								
	Travel, Per hour								75.00
	Preparation, Per hour								150.00
	Testimony, Per hour								150.00
	ARNP, PA, PE, RD, RS								
	Travel, Per hour								50.00
	Preparation, Per hour								75.00
	Testimony, Per hour								75.00
	Environmental Specialist, Epidemiologist, RN, Other								
	Travel, Per hour								25.00
	Preparation, Per hour								50.00
	Testimony, Per hour								50.00
	Medical Records by client request								
	Pages 1-25								1.00
	Subsequent pages								0.25
	USB Flash Drive								12.50
	Medical Records by Subpoena, General Civil and Criminial Court								
	Pages 1-25								1.00
	Subsequent pages								0.25
	USB Flash Drive								12.50
	Medical Records by Subpoena, Workmens Compensation Court								
	Per page								0.50
	Postage (including return receipt)								5.00
	Expediting								25.00
	USB Flash Drive								12.50

	MISCELLANEOUS FEE								
	NSF - Nonsufficient Funds (Returned Check)								25.00
	FDLE - Fingerprint and FBI - Background Check - Field Print								58.25

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER:	**Randy Vosburg, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Request to certify the maximum millage for FY 20/21**

STATEMENT OF ISSUE

To comply with Florida Department of Revenue's Truth in Millage (TRIM) requirements in the Florida Statutes Chapter 200, the Board of County Commissioners must certify a maximum Millage rate to the Property Appraiser and the Tax Collector by August 3, 2020. The certified millage can be decreased at the Board's discretion as the budget process continues, but cannot be exceeded without extraordinary measures. The Rollback Rate which allows collection of the same amount of Ad Valorem taxes as the previous year is 8.3169 mils. The Recommended Budget presented on July 7, 2020 was based on a Millage Rate of 8.5500 mils. The maximum millage rate for FY 19/20 was certified at 9.2500 mils.

RECOMMENDED ACTION

Move to certify the maximum millage of 9.25 for FY 20/21

FISCAL IMPACT

Ad Valorem revenue is projected to comprise 58.19% of the total projected General Fund revenues in FY 20/21. Failure to certify millage would put those revenues and state revenue sharing funds at risk.

Attachments: DR-420_DR-420TIF's(9)_DR-420MM-P before signing.pdf

FLORIDA DEPARTMENT OF REVENUE

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CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 4,692,205,440			(1)
2.	Current year taxable value of personal property for operating purposes	$ 500,844,723			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 35,343,336			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 5,228,393,499			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 29,215,531			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 5,199,177,968			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 5,052,028,643			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 9	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser:

Electronically Certified by Property Appraiser

Date : 6/23/2020 10:56 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	8.5500	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 43,194,845		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 1,144,919		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 42,049,926		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 143,207,978		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 5,055,969,990		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	8.3169	per $1000	(16)
17.	Current year proposed operating millage rate	9.2500	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 48,362,640		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☑ County	☐ Independent Special District	(19)
		☐ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$	42,049,926	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	8.3169	per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$	43,484,026	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$	48,362,640	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	9.2500	per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*		11.22 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/3/2020	5:30 PM EST	Government Center Boardroom, 600 S. Commerce Ave, Room B104, Sebring, FL 33870

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :		Date :
Title : William R. Handley, CHAIRPERSON	Contact Name and Contact Title : DAVID NITZ, OMB MANAGER	
Mailing Address : 600 S. COMMERCE AVENUE, B233	Physical Address : 600 S COMMERCE AVE, B-233	
City, State, Zip : SEBRING, FL 33870	Phone Number : 8634026520	Fax Number : 8634026507

Instructions on page 3

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MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: **2020**	County: HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority: HIGHLANDS COUNTY BCC

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	8.3169	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2018*** Form DR-420MM, Line 13	16.5822	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	8.5500	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	5,052,028,643	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$	83,773,749	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	1,144,919	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$	82,628,830	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	5,055,969,990	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	16.3428	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	16.3428	per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***		**1.0322**	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	16.8690	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	18.5559	per $1,000	(14)
15.	Current year proposed millage rate	9.2500	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)			(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16)***	16.8690	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	5,228,393,499	(18)

Continued on page 2

19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000)***	$ 48,362,640	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000)***	$ 88,197,770	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21)***	$ 48,362,640	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P)***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23)***	$ 88,197,770	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :

Date :

Title :
William R. Handley, CHAIRPERSON

Contact Name and Contact Title :
DAVID NITZ, OMB MANAGER

Mailing Address :
600 S. COMMERCE AVENUE, B233

Physical Address :
600 S COMMERCE AVE, B-233

City, State, Zip :
SEBRING, FL 33870

Phone Number :
8634026520

Fax Number :
8634026507

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Instructions on page 3

FLORIDA

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TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Avon Park Main Street CRA	Base Year : 1988

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 37,051,271	(1)
2.	Base year taxable value in the tax increment area	$ 19,442,710	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 17,608,561	(3)
4.	Prior year Final taxable value in the tax increment area	$ 34,991,006	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 15,548,296	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/23/2020 10:56 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 16,728,133	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 125,419	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title : William R. Handley, CHAIRPERSON	Contact Name and Contact Title : DAVID NITZ, OMB MANAGER	
	Mailing Address : 600 S. COMMERCE AVENUE, B233	Physical Address : 600 S COMMERCE AVE, B-233	
	City, State, Zip : SEBRING, FL 33870	Phone Number : 8634026520	Fax Number : 8634026507

FLORIDA

Reset Form | Print Form

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Avon Park Southside CRA	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 16,354,667	(1)
2.	Base year taxable value in the tax increment area	$ 10,272,052	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 6,082,615	(3)
4.	Prior year Final taxable value in the tax increment area	$ 15,124,921	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 4,852,869	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/23/2020 10:56 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 5,778,484	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 40,354	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title : William R. Handley, CHAIRPERSON	Contact Name and Contact Title : DAVID NITZ, OMB MANAGER	
	Mailing Address : 600 S. COMMERCE AVENUE, B233	Physical Address : 600 S COMMERCE AVE, B-233	
	City, State, Zip : SEBRING, FL 33870	Phone Number : 8634026520	Fax Number : 8634026507

FLORIDA DEPARTMENT OF REVENUE

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TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Avon Park Airport CRA	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 4,113,038	(1)
2.	Base year taxable value in the tax increment area	$ 1,587,463	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 2,525,575	(3)
4.	Prior year Final taxable value in the tax increment area	$ 4,121,071	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 2,533,608	(5)

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6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 2,399,296	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 20,579	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Avon Park Main Street CRA Addition	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 52,679,172	(1)
2.	Base year taxable value in the tax increment area	$ 43,979,023	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 8,700,149	(3)
4.	Prior year Final taxable value in the tax increment area	$ 50,251,845	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 6,272,822	(5)

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SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 8,265,142	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 51,128	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Avon Park Southside CRA Addition	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 27,668,908	(1)
2.	Base year taxable value in the tax increment area	$ 25,396,804	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 2,272,104	(3)
4.	Prior year Final taxable value in the tax increment area	$ 26,875,791	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 1,478,987	(5)

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6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 2,158,499	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 11,221	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Sebring CRA Expansion	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 31,135,227	(1)
2.	Base year taxable value in the tax increment area	$ 12,770,334	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 18,364,893	(3)
4.	Prior year Final taxable value in the tax increment area	$ 30,194,521	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 17,424,187	(5)

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6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 17,446,648	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 157,352	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Sebring Airport CRA	Base Year : 1996

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 57,252,009	(1)
2.	Base year taxable value in the tax increment area	$ 8,555,707	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 48,696,302	(3)
4.	Prior year Final taxable value in the tax increment area	$ 56,819,949	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 48,264,242	(5)

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6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 46,261,487	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 392,301	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Sebring CRA	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 68,999,135	(1)
2.	Base year taxable value in the tax increment area	$ 26,517,900	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 42,481,235	(3)
4.	Prior year Final taxable value in the tax increment area	$ 65,603,889	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 39,085,989	(5)

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6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 40,357,173	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 320,848	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	0.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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Year : 2020	County : HIGHLANDS
Principal Authority : HIGHLANDS COUNTY BCC	Taxing Authority : HIGHLANDS COUNTY BCC
Community Redevelopment Area : Lake Placid CRA	Base Year : 2017

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 58,339,486	(1)
2.	Base year taxable value in the tax increment area	$ 54,325,680	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 4,013,806	(3)
4.	Prior year Final taxable value in the tax increment area	$ 57,412,899	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 3,087,219	(5)

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6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 3,813,116	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 25,717	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 0	(7c)
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7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 0	(7e)

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Discussion on mandatory face masks.**

STATEMENT OF ISSUE

On July 14, 2020 the Board directed staff to place the topic of mandatory face masks on the Board agenda for discussion.

RECOMMENDED ACTION

No suggested action, discussion only.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Joy Cook Carmichael, 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 July 16, 2020.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: COUNTY ATTORNEY LOG071620.pdf

COUNTY ATTORNEY LOG

Date In	Received From	What is Requested	Status
1/7/20	Jane Kelly	Brighton Tower Lease	Meeting held 7/6/20 (Alison Yurko)
3/13/20	Leah Sauls	Sale of Property	Meeting held 7/9/20 (Joy)
5/18/20	Sarah Albritton	Review NAV Handbook 2020 update	Under review (Joy)- Deadline 7/24/20
6/19/20	Melony Culpepper	Review Ordinance CPA 20-574LS	Deadline 7/20/20 (Joy)
6/22/20	Clinton Howerton	Review Maintenance Agreement – Hickey Sand Mine	Waiting for information (joy)
6/23/20	Michele Armstead	Review Cartegraph Renewal Contract	Deadline 7/9/20 (Joy)
6/25/20	Jennifer Willis	Review Vacation of Road – Lemon Street	Deadline 7/20/20 (Joy)
6/25/20	Dave Schumacher	Prepare Ordinance re Sun n Lake of Sebring regarding modifying procedures of election of supervisors	Deadline 8/1/20 (Joy)
7/1/20	Sydney Armstrong	Prepare CARES ACT Agreement with United Way and Sebring Chamber of Commerce	Drafts prepared (Joy)
7/1/20	Vikki Brown	Review Memorandum of Understanding with the School District	Under review
7/2/20	Kyle Green	Review amendment to Phyphers Lease	Deadline 8/1/20
7/9/20	Marc Bashoor	Review draft of Length of Service Award Plan Providing Benefits to Eligible Volunteer Firefighters	Deadline 7/23/20 (joy)
7/14/20	Alisha Landers	Review final plat for Munoz Commercial Properties	Deadline 7/28/20
7/16/20	Sarah Albritton	Review letter to send to Hickory Hills Special Benefit residents re road improvements	Deadline 8/17/20
7/16/20	Leah Sauls	Review Policy for IDEA Initiative	
7/16/20	JD Langford	Review revised Bergeron storage agreement	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 21, 2020

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's 2020 Priorities and the Project Status Report**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's 2020 Priorities and the Project Status Report as of July 15, 2020.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's 2020 Priorities (FINAL) 07.21.2020.pdf
Status - Project Updates (FINAL) 07.21.2020.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Kyle Green	Countywide Road Program	Completed. Board Approved two road improvement programs for County and Non-County roads.	Completed	Completed
Priority 2	Marc Bashoor	Reasonable, standard fire house design for the entire County	Three selected firms presented to the Proposal Evaluation Committee on July 9th. Committee recommended Sweet Sparkman for design firm selection.	Confirm selection and begin design fee negotiation.	TBD
	Marc Bashoor	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve with the hiring of Station officers and the additional fire/EMS staff at Sun n Lakes station 7. Three new fire engines are expected for delivery at the end of 2020, with two new ambulances due in the next 6 months, and possibly a third by the end of the year. Construction planning continues on four station/HQ projects, with the 5th project at Highlands Park station 33 put on hold while some internal reorganization occurs.	Construction on Fire HQ Building progressing smoothly.	TBD
Priority 3	Clinton Howerton	Establish best route for MCORE through Highlands County	Ongoing meetings and discussions with FDOT/Taskforce officials	Waiting for information from taskforce officials to determine needs and possible routes to minimize impacts and provide greatest benefit.	31-Jul-20
Priority 4	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Decision was made to move this priority to a future year, toward the end of the current tenant's lease (2027), based on information from the Hospital Meetings Completed: District Board and BCC's legal council, & meeting with BCC leadership and Hospital District's chair and legal council.	Wrap-up of this priority: A. Meetings remaining 1. BCC leadership with HRMC/HCA's leadership. 2. Leah and Joy/Alison wrap-up meeting. B. Finalize research on how funds generated from the sale of the hospital could be invested and continue to provide grant funding in the community. C. After action report and document to be created for reference at the appropriate time in the future.	TBD
Priority 5	TBD	Develop a plan of action for utility extensions	Looking into applying for a US Economic Development Administration (EDA) grant to fund utility line extensions in strategic locations. Looking at submitting this FY or next FY.	Looking at submitting this FY or next FY.	TBD
Priority 6	Tasha Morgan	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitoring the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 7	Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Data on kennel restrictions if any, reach out to architect to determine if building size enlargement possible to offer drop off care. School board and Ap both declined usage of their buildings. May 6th next meeting to complete information collection and present to Board on the second meeting.	Was discussed in the June 2nd meeting. Governor has not signed it yet and no viable cost or building for the County or other municipality has been found to date.	TBD
Priority 8	TBD	Planning for a family-oriented tourism	Tourism staff has attracted multiple events for this year that could involve families, however, these opportunities have been postponed due to COVID-19 situation. We will update everyone once we have more information.	July 09 no changes at this time, Still not an active order by the Governor..	TBD
Priority 9	Randy Vosburg	Support Administration in designing & preparing a succession plan	No status update at this time.	No status update at this time.	TBD
Priority 10	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	15-Jul-20
Priority 11	Clinton Howerton	Recycling Program	Discussions with Contractor ongoing	BOCC Workshop to discuss contract options	31-Jul-20

TOP (THREE HOLE PUNCH)

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Administration - Engineering	HCSO Detention Reconfiguration	Waiting for Architect's revisions to two invoices in order to process invoices for payment for design and inspection work.	Process partial payments to Architect.	30-Jul-20
2	Engineering	Interlake Resurfacing Project	Punch List Items have been completed. Project Closeout is underway	Waiting for FDOT to close project out.	Ongoing
3	Engineering	Sebring Parkway Phase IIA	Pre-Construction Meeting Held, Project Start-Up Documentation being compiled by contractor	Issue NTP & Start Construction	17-Aug-20
4	Engineering	Sebring Parkway Phase IIB	Pre-Construction Meeting Held, Project Start-Up Documentation being compiled by contractor	Issue NTP & Start Construction	17-Aug-20
5	Engineering - Road & Bridge	Sebring Parkway Phase III	Project Complete - Final certification sent to FDOT on 6-19-2020.	Pending final payment from FDOT	30-Aug-20
6	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	No Change	Pending funding
7	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	Researching options for basin storage or conveyance improvements. Seeking funding options. Included in SWFWMD CFI Sebring Watershed Study.	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
8	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Obtained one price for design/dewatering permit. Need estimate for shoring costs.	Revisit Soil and Water Conservation District regarding additional funding request	On going
9	Road & Bridge	Oak Manor Paving	Board adopted Oak Manor Avenue Road Paving Initial Assessment Resolution	Pending all necessary Board approvals associated with establishing the assessment, tentative construction start date on or before October 1, 2020.	On going
10	Road & Bridge	Highlands Hammock State Park Bridge Repair	Received an email response from the Park Service. Park Service is not planning to reimburse Highlands County for the Vaughn Road Bridge repairs at this time.	County staff installed the new gate on Vaughn Road at the northern limits of the road closure. Park Service has requested the hard closure be removed at the bridge	On going
11	Solid Waste	Landfill Storm Closure / Transfer Station	No change	Ongoing discussions with Waste Connections and staff regarding options.	Ongoing
12	EDC	EDC Strategic Plan Progress Update	Implementing Strategic Plan Initiatives.	Still working on ESF 18 functions, aiding in organization and implementation of CARES Act funds for county. Co-presented CARES Act reccs to BOCC on July 7. Moving forward with approval. Despite COVID-19, still doing a lot of day-to-day economic development office work, including several new leads that came in the past several weeks. Marketing team working on fulfilling goals of strategic plan. They will be doing video and photo shoots of local industries for future digital media campaign the last week of July. Next IDA/EDC meeting is September 9 at 7:30 am in the Lake Placid Town Hall.	Ongoing

TOP (THREE HOLE PUNCH)

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
13	Community Programs	Homeless Roundtable Update	Taskforce met July 1. STCC would like to fast-track and find a building that not only would serve as a resource center, but also as an over night shelter. Staff continue to work with Heartland Homeless coalition to assist in precuring resources to support a HUD grant.	Homeless taskforce meeting.	Next taskforce meeting date: AUG 5 at 1:30pm.