



Rizzetta & Company

Highland Meadows II Community Development District

**Board of Supervisors'
Regular Meeting
March 09, 2023**

District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471

www.highlandmeadows2cdd.com

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT II

Ramada By Wyndham Davenport 43824 Hwy 27, Davenport, FL 33837

Board of Supervisors	Miguel Santana-Vazquez Deborah Galbraith Kristen Anderson Christopher Lopez Genelle Moore Tucker	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Richard Hernandez	Rizzetta & Company, Inc.
District Counsel	Tina Garcia	Greenspoon Marder
District Engineer	Molly Banfield	Dewberry

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT II

District Office · Orlando, Florida · (407) 472-2471

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.highlandmeadows2cdd.org

February 24, 2023

Board of Supervisors
**Highland Meadows Community
Development District II**

TENTATIVE AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Highland Meadows Community Development District II will be held on **Thursday March 9, 2023 at 3:30 p.m.** at the 43824 US Hwy 27, Davenport, FL 33837. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' meeting held on February 06, 2023.....Tab 1
 - B. Consideration of the Minutes of the Board of Supervisors' meeting held on February 14, 2023.....Tab 2
- BUSINESS ITEMS**
 - A. Consideration of Campus Suite Proposal.....Tab 3
 - B. Ratification of Securitas Security Services Agreement.....Tab 4
 - C. Review of Securitas Post Orders.....Tab 5
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Tina Garcia, Green Spoon Marder, LLP

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**HIGHLAND MEADOWS
COMMUNITY DEVELOPMENT DISTRICT II**

The regular meeting of the Board of Supervisors of the Highland Meadows Community Development District II was held on **Monday, February 06, 2023 at 11 a.m.** at Shamrock First Baptist at 2661 Marshall Road, Haines City, FL 33844.

Present and constituting a quorum:

Christopher Lopez	Board Supervisor, Chairman
Deborah Galbraith	Board Supervisor, Vice-Chairman
Miguel Vasquez	Board Supervisor, Assistant Secretary
Kristen Anderson	Board Supervisor, Assistant Secretary
Genelle Moore	Board Supervisor, Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, (Via Zoom)
Alan Rayl	District engineer, (Via Zoom)
Richard Hernandez	Rizzetta & Company, Inc.
Scott Brizendine	Rizzetta & Company, Inc.

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Adams called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS **Audience Comments**

1. Cars blocking visibility when making turns.
2. Trees on property are in poor shape.
3. Developers did a great job at the front of the community but a terrible job inside the community.
4. Perimeter Fencing is damaged.

THIRD ORDER OF BUSINESS **Administration of Oath to Newly Appointed Supervisor to seat No. 3**

Oath administered on record by Tricia Adams a notary public duly authorized by Florida.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting held on December 13, 2022

On a Motion by Mr. Lopez, seconded by Ms. Galbraith, with all in favor, the Board approved the Minutes of the Regular Meeting held on December 13, 2022, for the Highland Meadows Community Development District II.

FIFTH ORDER OF BUSINESS

Approval of Notice of Resignation of KE Law Group PLLC

On a Motion by Mr. Lopez, seconded by Ms. Moore, with all in favor, the Board accepted the resignation of KE Law Group PLLC, for the Highland Meadows Community Development District II.

SIXTH ORDER OF BUSINESS

Consideration of RFQ for District Council Services

Tabled until the February 14th meeting.

SEVENTH ORDER OF BUSINESS

Approval of Request to waive 60-day Notice for GMS

On a Motion by Mr. Lopez, seconded by Genelle Moore, motion fails 2-3 Christopher Lopez, Kristen Anderson, and Deborah Galbraith oppose, for the Highland Meadows Community Development District II.

EIGHTH ORDER OF BUSINESS

Acceptance of Request to Waive 60-day Notice Re-presented to BOS

On a Motion by Mr. Lopez, seconded by Genelle Moore, approved by Kristen Anderson the Board accepted the 60-day notice for GMS, for the Highland Meadows Community Development District II.

NIENTH ORDER OF BUSINESS

Discussion of RFP for District Management Services

On a Motion by Mr. Lopez, seconded by Genelle Moore, the Board motion to terminate RFP process, motion fails with Deborah Galbraith, Kristen Anderson, and Miguel Vasquez oppose, for the Highland Meadows Community Development District II.

TENTH ORDER OF BUSINESS

**Acceptance of Termination of Contract
Between Ryal Engineering and Surveying**

On a Motion by Mr. Lopez, seconded by Mr. Vasquez, the Board motion carries 4 to 1, with Kristen Anderson opposed, for the Highland Meadows Community Development District II.

ELEVENTH ORDER OF BUSINESS

**Consideration of Bond or Insurance
Requirements for Treasurer**

Discussion only. No action was taken.

TWEFTH ORDER OF BUSINESS

**Chairman Lopez Called for a Public
Comment Period**

Christopher Lopez called for a public comment period at 1:22 pm and closed at 2:06 pm

THIRTEENTH ORDER OF BUSINESS

Reconsideration of Election of Chair

Public comment on chair.

On a Motion by Mr. Lopez, seconded by Ms. Galbraith, with all in favor, the Board accepted to elect Miguel Vasquez as Chairman, for the Highland Meadows Community Development District II.

RECESS TO 2:30 PM

FOURTEENTH ORDER OF BUSINESS

**Consideration to Terminate RFP Process
for District Management Services**

On a Motion by Mr. Lopez, seconded by Ms. Galbraith, with all in favor, the Board terminates the RFP Process and is presented with a proposal and presentation from Rizzetta and Company, Inc, for the Highland Meadows Community Development District II.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Contract with Rizzetta
and Company, Inc**

On a Motion by Ms. Anderson, seconded by Mr. Lopez, with all in favor, the Board accepted the contract with Rizzetta and Company, Inc, for Highland Meadows Community Development District II

SIXTEENTH ORDER OF BUSINESS

**Consideration to Retain KE Law through
February 14, 2023**

On a Motion by Mr. Lopez, seconded by Mr. Vasquez, with all in favor, the Board accepted to retain KE Law through February 14, 2023, for Highland Meadows Community Development District II

SEVENTEENTH ORDER OF BUSINESS

**Consideration to Elect Scott Brizendine as
Treasurer**

On a Motion by Mr. Vasquez, seconded by Mr. Vasquez, with all in favor, the Board approved Scott Brizendine with Rizzetta and Company and Treasurer, for Highland Meadows Community Development District II

- 1. Discussion on status of Hines City Landscape Code Compliance matters- Tabled.**
- 2. Consideration of status of SBA Account – Tabled.**
- 3. Discussion of Use of Electronic Mail messages for District matters – Tabled.**

EIGHTTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03
Establishing Truist as Local Bank Account
and Appointing Signatories**

On a Motion by Ms. Anderson, seconded by Mr. Lopez, with all in favor, the Board approved Resolution 2023-03 Establishing Truist as Local Bank Account and Appointing Signatories, for Highland Meadows Community Development District II

1. Consideration of Delegating Authority by Resolution to the chairman of the Board to Negotiate Agreement with Haines City – Tabled
2. Discussion of the Rules of Procedure – Tabled

Staff Reports

A. District Counsel

No report.

B. District Engineer

Not present.

C. District Manager

No report.

NINETEENTH ORDER OF BUSINESS

Supervisor Requests

Motion to delegate authority to Chair Vasquez to approve District management Agreement.

On a Motion by Mr. Lopez, seconded by Ms. Galbraith, with all in favor, Board of Supervisors approved Christopher Vasquez to approve Agreement with Rizzetta, for the Highland Community Development District II.

TWENTIETH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Vasquez, seconded by Mr. Lopz, with all in favor, Board of Supervisors adjourned the meeting at p.m. for Waterset North Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**HIGHLAND MEADOWS
COMMUNITY DEVELOPMENT DISTRICT II**

The regular meeting of the Board of Supervisors of the Highland Meadows Community Development District was held on **Tuesday, February 14, 2023, at 2:32 p.m.** located at the **Holiday Inn in Winter Haven, located at 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Present and constituting a quorum:

Christopher Lopez	Board Supervisor, Chairman
Deborah Galbraith	Board Supervisor, Vice-Chairman
Miguel Vasquez	Board Supervisor, Assistant Secretary
Kristen Anderson	Board Supervisor, Assistant Secretary
Genelle Moore	Board Supervisor, Assistant Secretary

Also present were:

Richard Hernandez	District Manager, Rizzetta & Company, Inc.
Tina Garcia	District Counsel, GreenSpoon Marder
Molly Banfield	District Engineer, Dewberry
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hernandez called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience comments.

THIRD ORDER OF BUSINESS

Consideration of Proposals for District Services

The Board reviewed the presentation Tina Garcia from Greenspoon Marder.

On Motion by Ms. Anderson, seconded by Mr. Vasquez, the Board of Supervisor accepted Tina Garcia as the new District Council, for the Highland Meadows Community Development District II.

48 **FOURTH ORDER OF BUSINESS**

**Discussion on Status of Hines City
Landscape Code Compliance Matters**

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51 On Motion by Ms. Galbraith, seconded by Ms. Anderson, with all in favor, the Board of
52 Supervisors approved Ebenezer nursery installation of four Pine trees to remediate code
53 compliance matters, for the Highland Meadows Community Development District II.

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55 **FIFTH ORDER OF BUSINESS**

Consideration of Status of SBA Account

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57 On Motion by Mr. Vasquez, seconded by Mr. Chenowith, the Board of Supervisors motioned
58 to invite Florida classic to attend the next meeting and give a presentation. Also, to authorize
59 Scott Brizendine to open operating accounts on behalf of the District with Chair involvement,
60 for the Highland Meadows Community Development District.

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62 **SIXTH ORDER OF BUSINESS**

**Discussion of Use of Electronic Mail
Messages for District Matters**

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65 On Motion by Mr. Vasquez, seconded by Ms. Anderson, the Board of Supervisors approved
66 the use of Electronic Mail Messages for District Matters, for the Highland Meadows
67 Community Development District II.

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69 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03,
Designating the Primary Administrative
Office, and Principal Head Quarters of the
District**

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74 On Motion by Ms. Galbraith, seconded by Ms. Anderson, all in favor, the Board of
75 Supervisors adopted Resolution 2023-03, Designating the primary administrative office and
76 principal headquarters of the District, for Highland Meadows Community Development
77 District II.

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79 **EIGHTH ORDER OF BUSINESS**

**Consideration of Delegating Authority
by Resolution to the Chairman of the
Board to Negotiate Agreement with
Haines City**

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84 On Motion by Ms. Galbraith, seconded by Ms. Anderson, the Board of Supervisors appoint
85 the Chairman to negotiate an agreement with Haines City, for the Highland Meadows
86 Community Development District II.

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88 **NIENTH ORER OF BUSINESS**

**Discussion of the current Rules and
Procedures**

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90 This item was tabled until the next meeting.

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TENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-04,
Designating a Registered Agent, and
Registered Office**

On Motion by Mr. Vasquez, seconded by Ms. Galbraith, the Board of Supervisors approved resolution 2023-04, designating registered agent and registered office, for the Highland Meadows Community Development District II.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Designating Officers of the District**

On Motion, Mr. Vasquez, seconded by Ms. Gailbraith, with all in favor the Board of Supervisors adopted Resolution 2023-05, Designating the officers of the District, for the Highland Meadows Community Development District II.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-06,
RFQ for District Engineering Services**

Molly Banfield gave her presentation.

On Motion, Mr. Vasquez, seconded by Ms. Anderson, the Board of Supervisors agreed to have Molly Banfield from Dewberry to be the interim engineer, for the Highland Meadows Community Development District II.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-07,
Appointing District Council**

On Motion, Ms. Galbraith, seconded by Mr. Vasquez, the Board of Supervisors approved Resolution 2023-07 Appointing District Council, for the Highland Meadows Community Development District II.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-08,
Disbursement of Funds**

On Motion, Ms. Anderson, seconded by Mr. Lopez, all in favor, the Board of Supervisors approved Resolution 2023-08 Disbursement of funds, for the Highland Meadows Community Development District II.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-09,
Establishing a Checking Account**

On Motion, Ms. Anderson, seconded by Mr. Vasquez, the Board of Supervisors approved Resolution 2023-09 establishing a checking account, for the Highland Meadows Community Development District II.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-10,
Adopting Meeting Schedule**

On Motion, Ms. Galbraith, seconded by Mr. Vasquez, the Board of Supervisors approved Resolution 2023-10 adopting meeting schedule, the board agreed to the second Thursday of every month at 3:30 pm, for the Highland Meadows Community Development District II.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

- A.** District Counsel
No Report.
- B.** District Engineer
No Report.
- C.** District Manager

TENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

☛ **Next Meeting:** Mr. Hernandez announced the next meeting is a Workshop on March 4th at 12 pm and the next regular meeting will be March 9th at 3:30 pm.

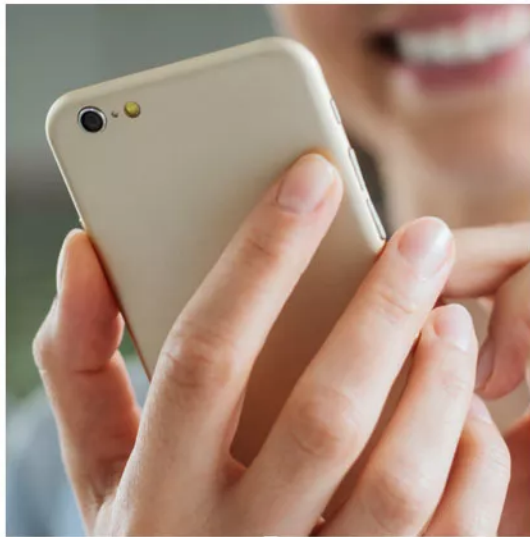
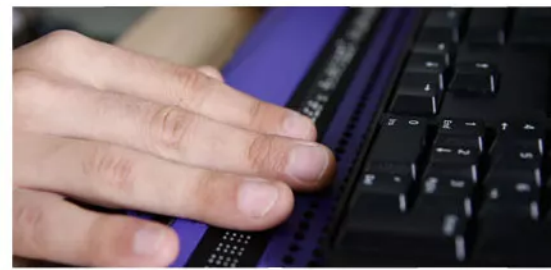
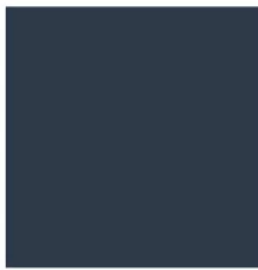
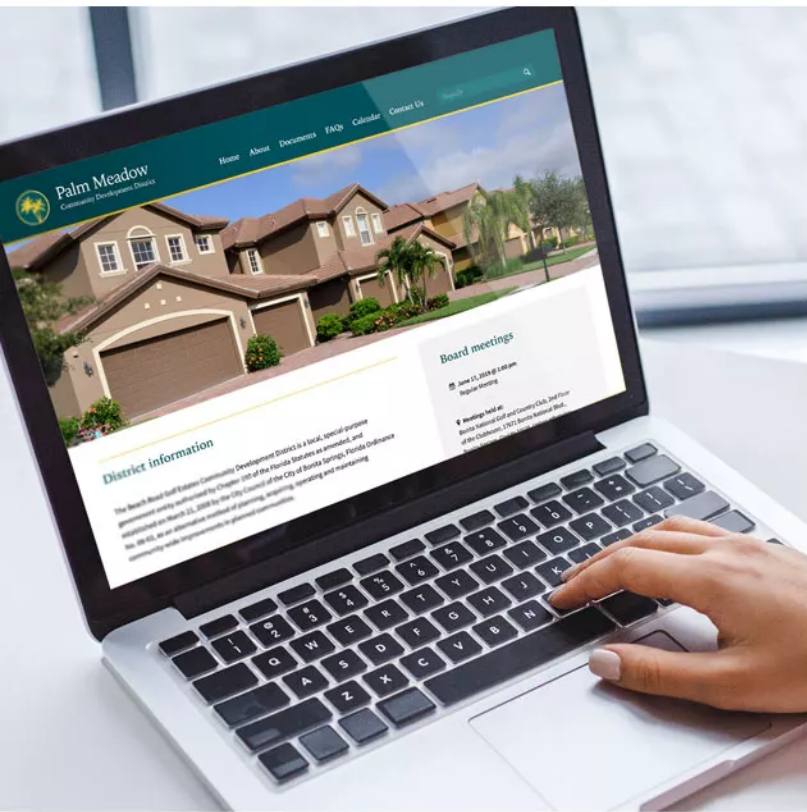
ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Vasquez, seconded by Ms. Galbraith with all in favor, the Board of Supervisors adjourned the meeting at 4:45 p.m. for the Highland Meadows Community Development District II.

Assistant Secretary

Chairperson/Vice Chairperson



Keeping your community informed. And you compliant.

Highland Meadows II Community Development District

Proposal date: 02 / 20 / 2023


Proposal ID: VFCJK-LYP8H-9GKDT-CSDUS

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*



Pricing

Effective date: 03 / 01 / 2023

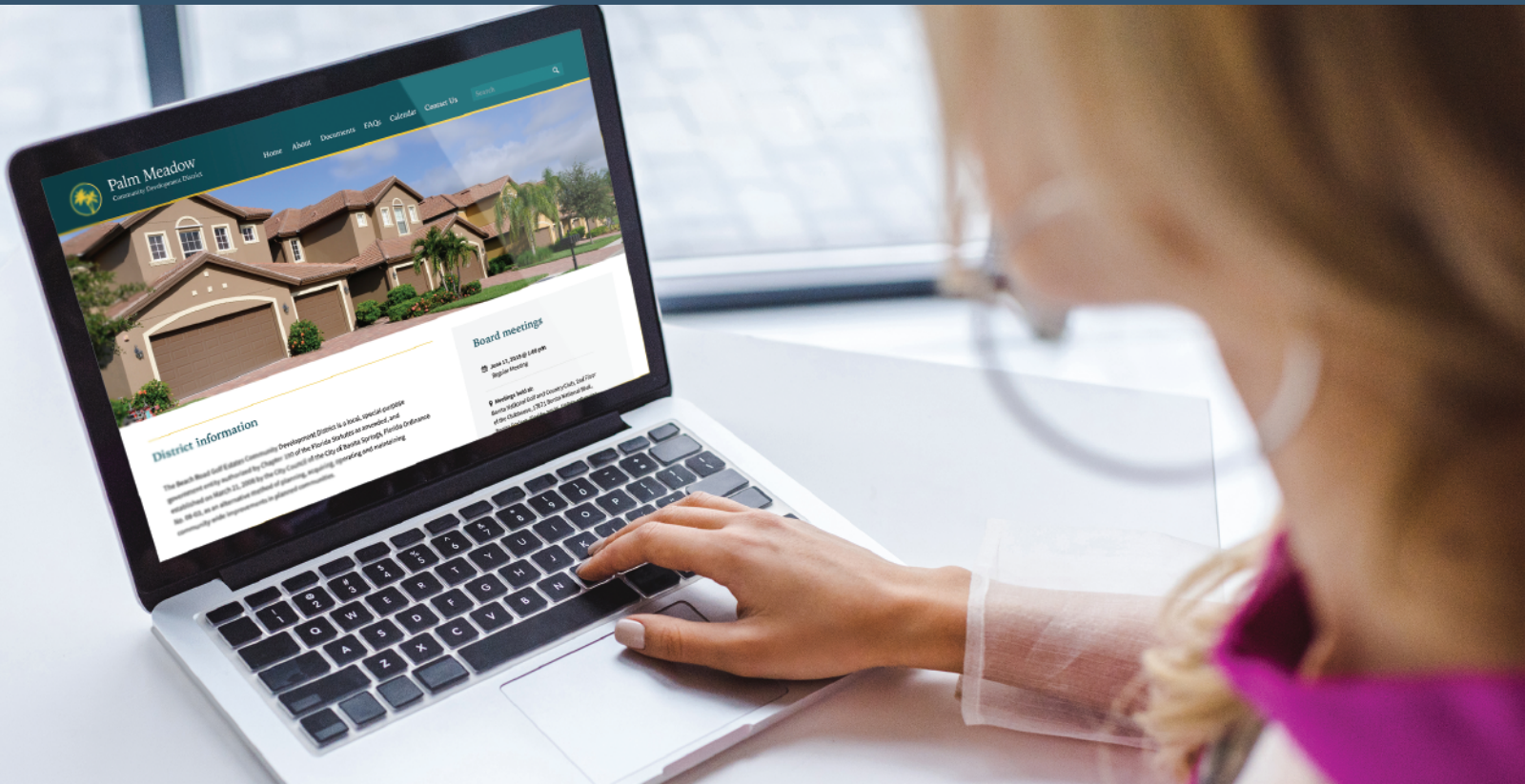
Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
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Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$600.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	Unlimited	\$937.50
<hr/>		
Social Media Manager		Included

**Maximum PDF pages per 12 month period*

Total: \$3,862.50



Accessibility Compliance
with Campus Suite



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

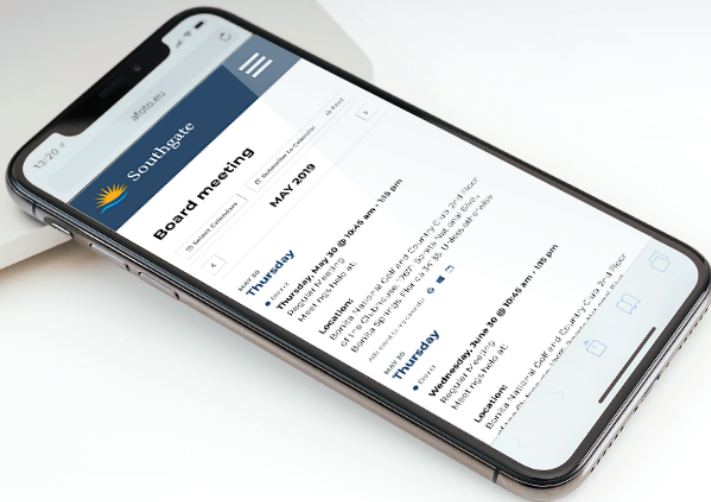


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.
4. **Monthly Auditing and Remediation Services.**
1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 03 / 01 / 2023, between the Highland Meadows II Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on March 1, 2023 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

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SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (“Agreement”), effective as of the __ day of _____, 2022 (the “**Effective Date**”) between the **HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT** (the “**District**”), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **SECURITAS SECURITY SERVICES USA, INC.**, a Delaware corporation authorized to transact business in Florida (“**Contractor**”), whose mailing address is 5925 Imperial Parkway, Suite 114, Mulberry, Florida 33860.

WITNESSETH:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Security Services Agreement; and (ii) the Security Solutions Proposal dated February 6, 2022; and (iii) the Rate Summary, attached hereto as **Exhibit A** (the Rate Summary together with the Security Solutions Proposal, the “**Proposal**”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and the terms in the Proposal, the terms herein shall prevail.

(b) **Services.** The term “Services” as used in this Agreement shall be the Proposal as described in Section 1(a).

2. **SCOPE OF WORK.** A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in Option 2 of the Proposal.

3. **COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence with Services on _____, 2022 (“**Commencement Date**”), and shall perform the same in accordance with the terms herein. The Initial Term for this Agreement begins on the Commencement Date and ends on September 30, 2022. Three (3) success one-year terms shall be available to the District, at the District’s option, at the same terms and rates as set forth herein.

4. **DISTRICT MANAGER.**

(a) The District’s authorized representative shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: Jill Burns; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article

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from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purposes of this Agreement.

- (b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decision not to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District, and not the District Manager or any other agents of the District, shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. **COMPENSATION AND PAYMENTS.**

- (a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor for all Services listed at the hourly rates and for the hours listed in the Rate Summary in **Exhibit A**, for an estimated total of \$3,483.00 per month. Only hours actually served shall be billed to the District at rates set forth in the Proposal. The monthly cost shall not exceed \$3,483.00, without a Work Authorization (as provided below).
- (b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for holiday coverage or emergency services, changes to the scope of the area in which services are required, change in hours to be served, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization shall be paid as a part of the regular monthly billing of the Contractor. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of the District to perform the same.
- (c) The District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both the District and Contractor.
- (d) Upon 30 days' written notice to the District and prior approval by the District in accordance with the District's rules, policies, and procedures, such prior approval to not be unreasonably withheld, the Contractor may raise its hourly rates to account for any increases in (i) health care, benefit, or insurance costs, (ii) labor or fuel costs, (iii) costs arising from changes to laws, regulations, or insurance premiums, (iv) State Unemployment Insurance or similar taxes, or (v) any other taxes, fees, costs or charges related to Contractor's services. Following the approval of any rate increase, the parties agree to amend Exhibit A of this Agreement to reflect the then-approved rates for the Services.

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6. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- (a) Contractor hereby represents to the District that: (i) Contractor has the experience, qualifications and skill to perform the Services as set forth in this Agreement; and (ii) Contractor is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; and (iii) Contractor has the necessary employees, training, equipment, materials and inventory required to perform the Services as set forth in this Agreement; and (iv) Contractor has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Services which are to be performed; and (2) all other matters or things which could in any manner affect the performance of the Services.
- (b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.
- (c) The Contractor warrants to the District that all employees shall be properly trained prior to performing any services to the District.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

- (a) All matters pertaining to the employment, supervision, training, licensing, compensation, insurance, benefits, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employees on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.
- (b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

- (a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for

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obtaining all licenses, permits or other approvals required for its performance of the Services.

- (b) Contractor hereby covenants and agrees to comply with all of the rules, policies, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, policies, ordinances and regulations may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.
- (c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. **WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.**

- (a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state, and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through security zones and entrances, and handling and use of materials, vehicles, and equipment, as applicable.
- (b) Contractor shall, prior to performing any of the Services, provide its employees with training to perform their jobs safely, including instruction in proper work methods, legal requirements, traffic safety, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall ensure that Contractor and all employees are licensed and/or have all applicable permits, necessary to perform the Services.
- (c) Contractor will furnish, at its expense, uniforms and all safety and protective equipment required or advisable for the protection of its employees.

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10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

- (a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the “**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall: (i) keep and maintain public records required by the District to perform the service; and (ii) upon request by the District or Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; and (iii) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and (iv) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, OR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.

- (b) Any equipment or software provided by Contractor or information collected therewith in connection with Contractor’s Services is for Contractor’s use and, subject to applicable provisions of Florida public records law, will always be Contractor property. Contractor is not selling or leasing any of its equipment or software to the District, and Contractor will remove its equipment and/or software upon termination of this Agreement.

11. INSURANCE.

- (a) Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain at a minimum:
- (i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$2,000,000.00 single limit per occurrence, protecting Contractor and District from claims for bodily injury

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(including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

- (ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed hereunder; and
- (iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$1,000,000.00 per occurrence; and
- (iv) Employers' liability, with a minimum coverage level of \$1,000,000.00; and
- (v) Umbrella excess liability coverage in an amount of \$2,000,000.00 combined single limit.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days' prior written notice thereof is furnished to District; the insurance required under Paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

(c) Notwithstanding anything to the contrary in the Agreement, if Contractor employees are required by the District operate any vehicle supplied by the District to the perform the Services, the District will maintain insurance for the vehicle, and District's insurance will be primary, and District will defend and indemnify Contractor against any loss arising out of Contractor's use of the vehicle; however, such indemnification by the District shall be in accordance with and subject to Article 12 of this Agreement.

12. **SOVEREIGN IMMUNITY**. Nothing contained herein, or in the Agreement, or in the Proposal, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. **INDEMNIFICATION**.

(a) Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, its officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising

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out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

- (b) Contractor will defend, controlling such defense, and indemnify District, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Contractor or its agents, employees or subcontractors while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2,000,000.00. Further, Contractor will not be liable for any (i) punitive or consequential damages, (ii) damages arising from events beyond Contractor's reasonable control, or (iii) injuries or deaths arising from any conditions of District's premises. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in this Agreement, subject to the terms of Contractor's insurance.
- (c) Notwithstanding anything to the contrary, in connection with 6 C.F.R. Part 25 (the "**U.S. Safety Act**"), each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

- (a) A Work Authorization shall be in writing by the District which shall consist of additions, deletions, or other modifications to the Agreement.
- (b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

- (a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.
- (b) All Services, whether performed by the Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools, and like items used in the Services, shall be in compliance with and conform to: (i)

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all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public, or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

- (c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.
- (d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

- (a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause or penalty, have the right to suspend or terminate this Agreement, in whole or in part, upon thirty (30) days' prior written notice to Contractor. Contractor may terminate this Agreement, in whole or in part, and without cause or penalty, upon thirty (30) days' prior written notice to the District.
- (b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days' written notice, terminate this Agreement. In addition, without terminating this Agreement as a whole, the District may, under any of the circumstances above, terminate any portion of this Agreement by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor and complete the portion of this Agreement so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ subcontractors in connection with performance of its Services under this Agreement:

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- (a) Nothing contained in the Agreement shall create any contractual relationship between the District and any subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the subcontractors related to the Services.
- (b) Contractor shall coordinate the services of any subcontractors and remain fully responsible under the terms of this Agreement. Contractor shall be and remain responsible for the quality, timeliness and coordination of all Services furnished by the Contractor or its subcontractors.
- (c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM.

- (a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.
- (b) If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
- (c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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19. **NOTICE.**

- (a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by overnight delivery service or courier service with delivery confirmation, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Highland Meadows II Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Jill Burns, District Manager
Email: jburns@gmscfl.com

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attention: Highland Meadows II CDD, District Counsel
Email: meredith@kelawgroup.com

If to Contractor: Securitas Security Services USA, Inc.
5925 Imperial Parkway, Suite 114
Mulberry, Florida 33860
Attention: Michael Peters
Email: michael.peters@securitasinc.com

- (b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. **ATTORNEYS' FEES.** If either party hereto institutes an action or proceeding for a declaration of the rights of the parties of the Agreement for injunctive relief, for an alleged breach or default of, or any other action arising out of the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of this Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN POLK COUNTY, FLORIDA.**

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22. **SEVERABILITY**. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.
23. **NO WAIVER**. No failure by either party to insist upon the strict performance of any covenant, duty, contract, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
24. **NO MODIFICATION**. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors-in-interest.
25. **TIME IS OF THE ESSENCE**. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.
26. **ARM'S LENGTH TRANSACTION**. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any party.
27. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.
28. **PUBLIC ENTITY CRIMES**. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), *Florida Statutes*.
29. **SCRUTINIZED COMPANIES**. Contractor certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

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Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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[SIGNATURE PAGE TO SECURITY SERVICES AGREEMENT]

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

DISTRICT:

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

Chairman/Vice Chairman, Board of Supervisors

CONTRACTOR:

SECURITAS SECURITY SERVICES USA, INC., a
Delaware corporation

By: Tom P. Gross
Name: Thomas P. Gross
Title: 04-19-2022

**CONFIDENTIAL AND EXEMPT SECURITY DOCUMENT PURSUANT TO
SECTION 119.071(3), *FLORIDA STATUTES* – DO NOT DISCLOSE**

Exhibit A

Rate Summary

[SEE NEXT PAGE]



Investment Proposal – Rate Summary

Securitas proposes the following rates for **Highland Meadows II CDD**. These rates are all-inclusive as defined below and will remain in effect for a minimum of 60 days from 4/8/2022.

5-day Integrated Program w/ Mobile Guarding (RECOMMENDED) – Friday through Sunday, 24 HPW, coverage of one (1) on-site Security Officer working 8-hour shifts. Your Securitas Officer is to wear the Client’s choice of white or heather grey, military-style button-ups with dark grey slacks and seasonal wear. Thursday and Monday the on-site officer will be supplemented by 2 per day randomly timed property patrol inspections by the Securitas Mobile Guarding division supervisor level Officers. Securitas Mobile will utilize the Vision platform for real-time reporting.

Position	HPW	Bill Rate	Estimated Monthly	Estimated Annual
Security Officer	24	\$26.56	\$2,762	\$33,147
Securitas Mobile Guarding Patrol Services – Thursday and Monday (2 per day) randomly timed property patrol inspections in marked security vehicle with real-time reporting to client from the Vision app. Typical duties include perimeter patrols, light checks, trespassing and parking violation notification/ticketing, and amenity inspections.			\$721	\$8,653
PLEASE REFER TO THE ADDITIONAL SERVICE & TECHNOLOGY SOLUTIONS SECTION OF THIS PROPOSAL FOR MORE INFORMATION.				

Note: The proposed billing rates include statutory payroll costs, i.e., FICA, FUI, SUI, GLI, WC. If a change in any legislation or regulation, either federal, state or local, adversely affects Securitas’ direct labor and/or payroll costs, client agrees to pay revised rates which will reimburse Securitas for its added costs.

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- **State Sales tax is not included in the rates above as client is tax-exempt.**
- **Premium Rate: is 1.5 times the Standard Rate and is applicable for the following:**
 - Excess hours specified over contract with less than 72-hour notice.
 - All hours over forty hours worked by a specific security officer, as requested by client.
 - Recognized 6 major holidays worked
- **Rates include the following Client Benefits to provide superior customer service and support:**
 - SecuritasVision Mobile Device and SecuritasConnect Client Portal, all required components, software, and licenses
 - Dedicated District Manager for 24/7 support
 - Recruitment, background screening and hiring costs
 - Computer-based post orders, including client emergency response procedures
 - Monthly service review and planning meetings with local District Manager
 - 24-hour National Communications Center
 - General liability insurance coverage
 - Site-specific written test based on post orders and client policies
 - Learning Management System to track completed courses and test scores
- **Rates include the following Officer Benefits to be the top employer of choice:**
 - Free Complete uniforms for each season, including replacements as needed
 - Competitive employee wages, plus all payroll taxes and insurance
 - Healthcare, 401(k), dental, and vision benefits
 - Free life insurance and paid vacations
 - Enhanced health benefits including Livongo, Omada, and a new Employee Assistance Program
 - Financial benefits including Smart Dollar and our employee purchase/discount program
 - Qualification for the Securitas Lead Program through Purdue University Global
 - Introductory, pre-assignment and paid on-site training
 - Learning Management System to for ongoing education and career advancement
 - Excellence in Service performance recognition program
 - Branch award qualification for Officer of the Month, Quarter and Officer of the Year



**CONFIDENTIAL AND EXEMPT SECURITY DOCUMENT PURSUANT TO
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**AMENDMENT
Modifying Security Services Agreement Between
Highland Meadows II Community Development District (“District”)
and Securitas Security Services USA, Inc. (“Contractor”)**

The Security Services Agreement, and anything attached to, incorporated into or otherwise forming part of it (collectively, the “Agreement”), is modified as of its commencement as follows, and in case of any difference the following controls:

1. Contractor will defend, controlling such defense, and indemnify District, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by the negligence of Contractor while acting within the scope of its specified duties. However, Contractor’s liability will in no event exceed \$1 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor’s reasonable control, or (c) injuries or deaths arising from any conditions of District’s premises. Additional insureds will only be covered by Contractor’s insurance for liability assumed by Contractor in this Amendment, subject to the terms of Contractor’s insurance.
2. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.
3. Notwithstanding anything to the contrary in the Agreement, if Contractor employees operate any vehicle other than one supplied by Contractor, District will maintain insurance for the vehicle, District’s insurance will be primary, and District will defend and indemnify Contractor against any loss arising out of Contractor’s use of the vehicle.
4. Contractor may raise its rates on 30 days’ written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor’s services.
5. Any equipment/software provided by Contractor (or information collected therewith) in connection with Contractor’s services is for Contractor’s use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to District, and Contractor will remove its equipment/software upon termination of the Agreement.
6. Contractor may terminate the Agreement, in whole or in part, and without cause or penalty upon thirty days’ written notice.

Highland Meadows II Community Development District

Securitas Security Services USA, Inc.

By: _____

By: Thomas P. Gross

Name: _____

Name: Thomas P. Gross

Title: _____

Title: Area Vice President

Date: _____

Date: 04-19-2022



POST ORDERS

Highland Meadows II

David MacQuarrie - Branch Manager – cell - 407-487-9366

Email: david.macquarrie@securitasinc.com

Updated 6-30-22
David MacQuarrie
District Manager
Branch #48637

Clocking in and Clocking out instructions

- 1) From the Site Phone call **844-326-4142** (Do not use your personal cell phones unless authorized by your District Manager.)
- 2) Enter in your **employee number** (Your OneID #)
- 3) When prompted for your **Employee Pin#** put in the **4 digit YEAR you were born**.
- 4) **Press 1** to **clock in** at the start of your shift. Please be accurate within the 5 minute “grace” period.
- 5) **Press 4** to **clock out** at the end of your shift. Please be accurate within the 5 minute “grace” period
- 6) If you clocked in or out after 5 minutes before or after your scheduled shift, please notify your Site Supervisor. If you do not have a Site Supervisor notify your District Manager.
- 7) **Press 4** when prompted for your **time zone** which is Eastern Standard Time.

Site Specific Post Orders:

HMIICDD Keybox Code is currently set to 3542. **The key box is located by the pool filter**

Field Operations: Marshall Tindall 407.346.2453

District Manager: Jill Burns or Tricia Adams 863.241.8050

Amenity Access Help: Aimee Caligiore 407.841.5524 Ext. 133

Pool Address: 1015 Condor Haines City 33844

- 1) Have a copy of the amenities rules with you at all times when on duty. That also includes a copy of these Post Orders. Please enforce ALL amenities rules.
- 2) No pets within the pool gates. Certified Service Animals are permitted if they are properly harnessed (depending on animal type) and are in full control of by the owner.
- 3) No **alcoholic** beverages are allowed in the pool area. This includes in unmarked cups.
- 4) Please address any couple who are overdoing any PDA's. **Affection is fine but needs to be stopped if it goes beyond casual kissing.**
- 5) Large groups are not permitted and need to be addressed if excessive. **Residents and Non-Resident Members** are usually allowed up to 4 guests.
- 6) No one should be opening the gate for people without an access key. Guests may accompany **Residents and Non-Resident Members** with a key card. They can not however be let in from someone inside the gate without a keycard. Especially if it is clear they did not come together.
- 7) Please prevent any large floats that carry 2+ adults from entering the pool area.
- 8) Carefully monitor for unsupervised teenagers. Disperse any that begin to form a large group especially without adult supervision.
- 9) Address anyone who participates in horseplay or any behaviors considered unsafe or disruptive.
- 10) No drinks or food stuffs are allowed in the in pool. No Smoking!!
- 11) File an incident report for any complaints or concerns received **from** residents or guests. Send them to your Securitas District Manager and we will forward them to the appropriate Management representative.
- 12) **The police should be called if there is any illegal activity or an accident that damages Highland Meadows II CDD property. An incident report must always be completed if there is an accident/injury, an altercation or any residents or guest who does not comply with a verbal warning to follow amenity policies.**



- 13) The Towne Park amenity centers are owned and operated by the Towne Park Community Development District, a local unit of special purpose government established and operating pursuant to Chapter 190, Florida Statutes. Anyone interested in purchasing an annual Non-Resident Membership to utilize the Facilities, including members of the general public residing outside the boundaries of the District, should contact Tricia Adams, District Manager, at 407.841.5524 ext 138.
- 14) Towne Park CDD is a smoke free facility so the only designated smoking area would be outside the District boundaries or inside a personal vehicle.

General Statement

Your most important responsibilities as a security guard are:

- Protect personnel, property, assets, proprietary and confidential information.
- Help to serve as a deterrent to criminal acts, violence, theft, vandalism etc.
- Observe & report potential hazards, criminal activities and safety concerns.
- Function as the eyes & ears of the client.
- Maintain access control to client's property in accordance to the client's procedures.
- Assist client in enforcing company policies, procedures and practices.
- Provide customer service to the client by providing assistance and direction.

Attitude

Complete interest in the protection of the Client's Property is mandatory for the most efficient performance of security work. Your duty, as a security guard, involves much more than patrolling an area or checking vehicles at the gate. The successful security guard is one who is completely reliable and regularly performs his/her duties to the best of his/her ability. He/she regularly follows all instructions, and is constantly seeking means, whenever possible, to **IMPROVE** the protection of both the Client's Property and Employees

Habits

A professional demeanor should be maintained on duty at all times. The guard must control or eliminate any personal habits when on duty, which may be offensive to others. Having your hands in the pockets, using foul language, chewing gum etc. are **STRICTLY PROHIBITED**.

Personal Grooming

- Proper personal hygiene is an absolute requirement. Cleanliness is to be accomplished on a daily basis. Poor personal hygiene results in offensive body odor and permanent soiling of the uniform.
- Hairstyles should be neat in appearance and your hair must be clean.
- Neatness in appearance also calls for a clean shaven face, cut fingernails and hands clean and shoes polished.

Uniform Appearance

Guards will be properly dressed in the authorized uniform whenever on duty:



Pants ironed
Solid black socks
Solid black shoes...**NO** athletic or tennis shoe permitted
Solid black belt
Gray Military Style Shirt.

Uniforms should be clean, pressed, and free of any stains, holes, or visible damage. Non-issued items or additional clothing are not to be worn with the uniform unless approved by your site supervisor.

Cellphones / Computers

- Cellphones:
 - a) It is forbidden to use personal cellphones during working hours.
 - b) The client's phone is not to be used for personal reasons.
- Computers:
 - a) They are the property of the client and therefore they are not to be used for any reasons. You are not to download any software, music and/or videos to these computers.
 - b) Also, it is forbidden to insert any USB devices, headphones, DVDs, CDs or any hand held devices such as Mp3 players, PSP, Nintendo DS or cell phones into the company's computers.
 - c) It is forbidden to use any personnel laptops or portable DVD players while on duty.

Courtesy / Public Relations

- Dealing with people is, perhaps, the most important and demanding part of the security functions. Success in this area is the hallmark of a good security guard.
- A polite and courteous attitude must be adopted towards all people at all times. Employees and customers will gain their first impression by the manner in which they are greeted/treated by **YOU** – the security officer/agent on duty.
- Arguments and/or altercations with anyone must be **AVOIDED**. A good security officer/agent can, at the same time, be both courteous yet business-like and is always in control of his/her own emotions.
- Meet the uniform standards and regulation
- Maintain a professional posture at all times. Project and maintain a professional bearing and demeanor at all times.
 - a) Use good standing posture. Stand erect, do not slouch.
 - b) **Always stand when a person approaches your post.**
 - c) Walk without dragging your feet along the floor. Walk with a measured step. Do not move so slowly that it appears that you are on recreational stroll, or so quickly that you seem unable to detect potential hazards.
 - d) Sit in an upright position. **DO** not slouch down or tip back in the chair.

- e) Eat & smoke only in designated areas during your breaks/lunch, not while on duty. Single officer shift/post assignment: officers must minimize area used for eating and should not eat in plain view of the public. Before & after meal periods, all food must be properly stored out of view.
- Always appear attentive and willing to help:
 - a) Look at people in the area, not the ground or walls
 - b) Take the initiative to ask a person if he/she needs help if he/she seems confused.
 - c) Keep your face muscles relaxed and refrain from scowling.
 - d) Maintain a good balance between appearing friendly but acting professionally.
 - e) Spend the necessary time learning the layout of the facility so you can help people when they ask for directions.

Courtesy / Public Relations Continued

- Maintain a professional relationship with all people who enter the facility:
 - a) Avoid socializing with people
 - b) Avoid calling people by their first names
 - c) Avoid engaging in personal conversations
- When talking to people:
 - a) Look directly at the person
 - b) Always respond politely and courteously
 - c) Address the person as “Sir” or “Ma’am”
- Listen attentively to what people say. Ask questions if you do not understand what they are requesting.
- Try to help people if their request is within the limits of your post instructions.
- Do not react negatively to people’s demands:
 - a) Respond politely. Never engage in verbal battle with the person.
 - b) If you cannot help, contact someone who can.
- Do not use force to restrain people unless you need to protect yourself or others from bodily harm.

For example; if someone violates the access control policy and gains access to the facility but presents no danger to anyone, report him.

- DO not chase him/her down or touch him/her. On the other hand, if the person endangers lives, you may physically restrain him/her but **do not jeopardize yourself in doing so.**
- Whereabouts should be monitored at all times.

Restroom Breaks

Restroom breaks are permitted; however security is requested to accomplish this in a speedy manner due to the lack of coverage in their absence.



Smoking

Towne Park CDD is a smoke free facility so the only designated smoking area would be outside the District boundaries or inside a personal vehicle.

Personal Radios

Personal radios are allowed during business hours provided the volume and content is of an acceptable nature for a professional environment. Always use discretion.

Daily Activity Report (DAR)

Your log serves as an official record. It must be complete and contained facts only, not assumptions. Factual information, such as:

- Times of event
- Actions taken
- Whom you notified
- Identification of individuals involved

DAR reports are to be printed out at the end of each shift and placed in its respective binder. Under no circumstance can a DAR leave the site unless approved by the client.

DARs should be sent, via email, to your local site supervisor.

Responding to Client Request outside Post Orders

When the client contact asks you to perform a task not specially mentioned in your post orders, respond positively and be as helpful as you can reasonably be. If the request conflicts with your post orders, explain that you will be glad to do what the clients asks, but it will require an exception to your post orders:

- Perform the request promptly
- Secure your post if necessary or have another security guard come to your post, if possible.
- Record the request in your DAR, include the name of the client requesting the action.

Incident Reports

Complete an incident report, if necessary. A copy of the Incident Report can be found in **Appendix B**. Like the DAR, your incident report must be complete and contain facts, not assumptions nor comments. Factual information, such as:

1. Who
2. What
3. When
4. Where



5. How
6. Actions Taken

- Incident reports are to be printed out at the end of each shift and placed in its respective binder. Also, incident reports should be sent via email to your local site supervisor.
- Under no circumstance can an incident report leave the site unless approved by the client.

An **Incident Report** should be filled out whenever a situation that has resulted in any of the below classifications.

- Sexual or verbal harassment
- Any sort of alarms are triggered (except Liebert)
- Operations emergency
- Personal accident
- Medical emergency
- Unsecured property
- Automobile accident
- Safety hazard
- Vandalism
- Site hardware failure
- Communication with Police, Fire, and Medical Emergency Personnel

Record all information that you can when an incident is first brought to your attention. The report has space for the specifics that will be needed to deal with the problem. In addition, report on any special conditions at the time of the occurrence (e.g. doors were left open for a deliver; lights in the parking lot were not on, etc.). Pictures should be taken to document the exact location and conditions when reporting slip and falls, personal injury or any time they would help explain what happened.

Shift

Call on and off duty. **Under no circumstances are officers allowed to leave the site for meal and/or breaks during working hours.**

Before leaving your post at the end of your shift:

- Changes and/or instructions (temporary or permanent) that the client requested during the day...refer relief to the memo.
- Communications from management.
- Emergencies that happened during your shift.
- Procedures that require immediate attention.
- Items left at the post (ex: lost & found etc.)
- Anticipated deliveries or after-hours visitors.
- Unresolved problems.

1. Complete necessary Incident reports.



ROLES AND RESPONSIBILITIES

Shift: All Shifts	
Uniform: Securitas Security Services USA, Inc. – Military Dress	
Time	Duties
At shift start	<ol style="list-style-type: none"> 1. Arrive at your post on time, well-rested and ready to work 2. Ensure that equipment is in good condition and your cellular phone is charged. 3. Save all Incident Reports that were written .

ACCESS CONTROL

Approved Employee / Contractor Access

Bolo Procedure

BOLO is an acronym that is used for the term ‘Be On the LookOut’. This term is commonly used amongst the law enforcement and/or security communities when attention and awareness need to be raised to locate someone or to be made aware of their possible presence.

Encountering Unidentified / Suspicious People

Approach an unidentified person trying not to startle them, identify yourself, and ask the person for identification, finding out why they are in the service area. For example, say:

“Excuse me, I am Officer Jones and I am patrolling this area. Only Employees may be on property after hours. Are you an employee. May I please see your identification? Thank you.”

If the person has identification, note the person’s name on your notepad. All employees will have the gate code number and should be lingering in the parking lot.

If communication or investigations cannot be performed regarding suspicious activity, Use your best judgment to identify if it is emergency or non-emergency and call your most appropriate local police number (non –emergency or emergency). Call your Manager and document all actions taken and outcomes, if any in your Incident Report.

Accident Exposure Investigations

Procedures for investigating workplace accidents and hazardous substance exposure include:

- Visiting the accident scene as soon as possible
- Interviewing the injured employees and witnesses
- Examining the workplace for factors associated with the accident/exposure
- Determining the cause of the accident/exposure (shoe type, laces tied, etc.)
- Taking corrective action to prevent the accident/exposure from reoccurring
- Recording the finding and corrective actions taken
- Take pictures if possible

Securitas employees need to report all accidents and exposure incidents to your Branch Manager and Site Supervisor immediately.

EMERGENCY RESPONSES

Follow these Steps when responding to an emergency:

1. Identify yourself
2. Give the name and address of the facility including location of the emergency (Fire/Police/Medical).

3. Explain the nature of the problem and any special circumstances:
 - People in the facility or suspicious activity in the parking lot
 - Hazardous chemicals
 - Explosives
4. Tell the Dispatcher where someone will meet the emergency responders.
5. **DO NOT** hang up until the dispatcher tells you to do so.

You must always be fully cooperative with the police and fire departments during emergencies. In non-emergency situations (such as police or fire investigations), always refer the police or fire department personnel to your Site Supervisor, and do not provide information except when instructed to by your Site Supervisor. An **Incident Report** is required when any form of communication is exchanged between Police or Fire Agents.



Fire Emergency Response

- Think safety first. Do not put yourself in jeopardy.
 - Feel the temperature of a door before opening it.
 - Protect yourself from heat, smoke, and gases produced by the fire. Cover your head with a wet towel; keep close to the ground.
 - Logic: Your primary objective is to get professional, emergency personnel on site as quickly as possible.
 - Perform the specific duties assigned you in the client's Fire Emergency Plan
1. Find the nearest telephone and call 911.
 2. **When calling 911:**
 - Identify yourself.
 - Give the name and address of the facility and the location of the fire.
 - Give important details (e.g., "*We have people in the building. We store hazardous chemicals in that warehouse.*")
 - Indicate where you will meet the emergency crew.
 - **Do not** hang up until the dispatcher tells you to do so.
 3. Sound the alarm to initiate evacuation if you haven't already done so.

Never assume that the building is unoccupied, even if you are 100 percent sure no one is inside!

4. Call your Site Supervisor.
5. Call the Client Contact.
6. Make sure that you or another officer is at the assigned location to meet emergency personnel.
7. Perform the specific duties assigned you in the client's Fire Emergency Plan
8. Follow the pre-approved evacuation plan.
9. Do not allow unauthorized personnel into the building after the fire is over. Help prevent further client loss by watching for and reporting vandals or looters.
10. After the emergency is over, note the event in your Shift Activity Report and complete an **Incident Report**. Keep all information factual and include a time line of events.
 - Note the time:
 - You discovered the fire
 - You called 911
 - Emergency crew arrived
 - You called the Client Contact and Site Supervisor
 - Time emergency crew left

Medical Emergency Response

While enroute to the situation you should be contacting 911 with you cell phone, using the speaker phone capability if necessary to treat the patient and continue to communicate with 911. While en route you should also attempt to receive assistance from any other employee in the building by verbally shouting that there is a medical emergency and you need assistance.



Upon arrival to the incident you should assess the situation and treat the individual to the best of your abilities. Utilize any assistance from other employees that may be in the facility, e.g. - talking to 911, retrieving First Aid, CPR, AED equipment, or giving access and directions to Fire/EMS.

After the medical emergency has been contained and the patient has either been treated or transported to the nearest medical facility, you should immediately contact your Site Supervisor and advise them of the situation. Then contact our Clients FM Security Supervisor if instructed to do so by your Site Supervisor.

A completed **incident report** is required for every medical emergency, along with documenting in your Shift Activity Report.

Leaks and Spills Emergency Response

Caution: Materials should not be handled and should never be flushed into the sewer.

Do not touch or attempt to clean up leaks and spills if you are unsure of their contents. Hazardous materials can cause serious personal injury and irreparable damage to property and the environment. Instead, notify the appropriate party as directed by the client.

If the leak or spill appears to be non-hazardous:

1. Barricade the area.
2. Notify the Facilities Manager.
3. Note the event in your Incident Report.
4. Record the event in the Pass Down log.

If the leak or spill is hazardous:

1. Notify the client and Securitas Manager.
2. Follow instructions from the Manager and Supervisor.
3. Evacuate personnel and put barricades around the spill.
4. **Do not** attempt to contain or clean up leaks or spills of hazardous or unknown materials.
5. If you or anyone else becomes exposed to hazardous materials, call 911 for assistance.
6. Note the leak or spill in your Shift Activity Report and complete an Incident Report. Also, record the event in the Pass Down log. Include the following information:
 - When/where you observed the leak/spill
 - What actions you took
 - Size of and what the spill/leak is
 - Whom you notified

NATURAL DISASTERS

Severe Weather & Natural Disasters

In the event of a natural disaster or severe weather; in order to maintain coverage of the Client facility, Security Officers will:

- Arrive at the site on time and ready to work their scheduled shift. If transportation is an issue, contact you Branch Manager as soon as possible
- Bring appropriate clothing and food items for long shifts and projected weather conditions
- Notify the Site Supervisor of the status of the site, notify the Field Service Manager if the Site Supervisor is unavailable
- Perform normal patrols as outlined in the site post orders, paying special attention to safety/hazardous conditions



- Avoid exiting the facility for any reason other than to escort a client employee to their vehicle by request or to leave/arrive at the site
- Modify the patrol schedule to patrol every two hours provided there are no client employees on site when working shifts longer than 12 hours
- In extreme circumstances, employees may be required to remain on site longer than their normal shift. The Branch Manager will make every effort to have an available officer relieve the on duty officer, but may be delayed themselves.
- **DO NOT ABANDON** the site; employees will be subject to disciplinary action up to and including termination.

Security personnel are **NOT to be responsible** for “shepherding” or “escorting” others during this process at all and are recommended not to as statistics prove more lives are saved in emergency situations when people take care of themselves.

ACTIVE SHOOTER

Call 911 IMMEDIATELY and notify your locations emergency control group contacts if there is an active shooter on site.

Inform the dispatch operator that you have an immediate threat in progress, with an unknown person and need Police Response Immediately! Give them the address:

FEMA – Active Shooter, What Can you Do?

Each officer should be familiar with how to respond to an active shooter event. Training should involve review and understanding of the core terminologies and procedures provided from the United States Federal Emergency Agency/Institute (FEMA) using the online self help guide/test, “IS-907 Active Shooter: What You Can Do.”

FEMA’s current link is: <http://training.fema.gov/is/courseoverview.aspx?code=IS-907>

- This online course is a helpful tool to help guide individuals and teams how to critically think about their own specific location issues: restraints/limitations, access controls, structural security, communication processes, and various other issues that may or may not be affected in an actual event.
- **Extensive site/location knowledge will help individuals well.** Continued training on procedures for site specific needs and requirements will be practiced/demonstrated from your Site Manager or Site Supervisor.

BOMB THREAT

This procedure shall be applied for the protection of life and property in the safest, most expedient manner and with minimal disruption of operations. Handling of bomb threats must be followed to the letter.

Police should **NOT** be called until you have received authorisation to do so by Management or Securitas Branch Management.

Evacuation should **NOT** be undertaken without first having received authorization to do so by the Client Management, Securitas Management or Emergency responders. IE Police and Fire personnel.

Receiving call



When a bomb threat is received, the guard receiving the call shall:

- a) Complete the “Bomb Threat Telephone Report”...see **Appendix C**
- b) Contact: Client Contact
- c) Contact: Branch Manager/Site Supervisor
- d) Any other persons, as directed by the Management contact
 - Meet Police

The guard will then meet the Police and/or Farmers contact as they arrive at the scene and:

- a) Give them the “Bomb Threat Telephone Report”
- b) Relate all details of the bomb threat
 - Evaluation

The Police and/or Management contact will review all information concerning the bomb threat and determine the course of actions to be taken.

- Search

Any search of the building will be supervised by the Management contact or his/her designates representative. Guards will assist in every way and follow directions exactly.

- All Clear

The Hertz Dollar/Thrifty contact will advise personnel of an “All clear” condition. Resume normal operations.

Suspicious Device found on Premises

When finding a suspicious device on the premises, the guard must:

- a) Not disturb the object – If you think it is a bomb, **DO NOT TOUCH IT**. Get away from it.
- b) Notify Management immediately.

The police or Management contact will give the instructions to evacuate all persons in the area of the suspicious package. Establish & maintain security lines at a safe distance (300 feet) until the suspicious package is removed by the proper authorities.

The security guard will meet the Police at the main entrance to the premises, advise them of all pertinent information and assist Police as directed.

With today’s sophisticated electronics and explosive materials such as plastics, remote detonators etc. Bombs can take on any forms, be contained in diverse packaging, and be suspicious of seemingly abandoned umbrella, shoe bag hanging from hat rack. Look for the unusual, things which are seemingly out of place etc. Don’t assume that if a bomb in fact exists, that it will be the customary dynamite sticks wrapped in duct tape and wired to an alarm clock, the gift-wrapped shoe box, the brief case or the grocery bag. Do not eliminate them but don’t look exclusively for them.

If you think it’s a bomb; don’t touch it, report it!

EMERGENCY CONTACTS

- *David MacQuarrie - Branch Manager - 407-487-9366*
- Field Operations: Marshall Tindall 407.346.2453
- District Manager: Jill Burns or Tricia Adams 863.241.8050
- Amenity Access Help: Aimee Caligiore 407.841.5524 Ext. 133



BOLO-F

Be On The Look Out

NAME

Age: _____ Hair Color: _____ Apx Height: _____ Apx Weight: _____

Sex: _____ Vhl Make: _____ Vhl Model: _____ Vhl Plate: _____

Insert Picture

Person is not allowed on Farmers property.
If Person is seen contact:

<input checked="" type="checkbox"/>	DO NOT ALLOW ACCESS ON TO PROPERTY
<input type="checkbox"/>	CALL POLICE / 911
<input type="checkbox"/>	EMERGENCY ORDER OF PROTECTION / ORDER OF PROTECTION ISSUED
<input checked="" type="checkbox"/>	IF SEEN, CONTACT LOCAL SECURITY OR FACILITIES REPRESENTATIVE
<input type="checkbox"/>	DANGER TO SELF OR OTHERS
<input type="checkbox"/>	SOLICITING
<input type="checkbox"/>	DOMESTIC IN NATURE
<input type="checkbox"/>	OTHER: _____
<input type="checkbox"/>	INDIVIDUAL IS ALLOWED ACCESS TO PUBLIC SPACE (IF APPLICABLE) WITHIN Farmers (Dentist, Cafeteria, Credit Union, Sundry Shop, Cleaners, Barbershop)

Name of person issuing BOLO

HR Representative Notified

Date BOLO was issued

INCIDENT REPORT



INCIDENT REPORT

Branch _____
Date of Incident: _____
Time of Incident _____

1. Client: Farmers Insurance		Address: 23175 NW Bennett St.		Post: Front Lobby / Security Desk	
2. Police/Fire Department Notified:		Yes/No	Time	Officer's Name	RPT# / Badge#
3. Securitas Office Notified:		Yes/No	Time	Name	Title
4. Client Notified:		Yes/No	Time	Name	Title
5. Persons Involved / Witnesses (insert category of relationship letter opposite name in * column) A. Employee B. Client Employee C. Other					
*	Name / Position Title			Phone Number	Organization Name and Address
A					
B					
C					
6. Description of Property / Equipment. (Example: Brand, Model, License or Serial #, Color, Year.)					
7. Description of Incident / Injury (WHO, WHAT, WHERE, WHY and HOW (include all information in detail and attach statement if required))					
Officer's Name		Signature		Date & Time of Report	

Appendix C

TELEPHONE BOMB THREAT REPORT FORM

INSTRUCTIONS: Be calm. Be courteous. Listen. Do not interrupt the caller.
Notify Security as soon as possible.

Today's Date ____ / ____ / ____

Information on call:

Date of call:	Time of call:	Duration of call:
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Phone number and/or letters displayed on the caller id: ()	Phone number called: ()
--	-----------------------------

Information on the person receiving the call:

Name of person receiving the call:	Phone number to call for follow up: ()
------------------------------------	--

Questions to ask the caller: (Try to ask these questions and document responses)

When will the bomb explode?	What will cause the bomb to explode?
What kind of bomb is it?	What does the bomb look like?
Where is the bomb located?	Did you place the bomb?
Why did you place the bomb?	Where are you calling from?
Where do you live?	What is your name?

Document exact wording of threat:

Information on caller:

Gender of caller: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Unknown	Approximate age of caller:	Does the voice sound familiar:	If yes, who does it sound like?
---	----------------------------	--------------------------------	---------------------------------

Description of caller: (Circle all that apply)

Voice	Speech	Language	Behavior	Background Noise	
Clean	Accented	Educated	Agitated	Airport	Quiet
Distorted	Deliberate	Foreign	Angry	Animals	Restaurant
Hoarse	Distinct	Foul	Blaming	Baby	Static
Loud	Fast	Intelligent	Calm	Birds	Street Noise
Muffled	Hesitant	Irrational	Clearing Throat	General Noise	Talking
Nasal	Lisp	Rational	Crying	Guns Firing	Tavern/Bar
Pitch-High	Slow	Slang	Fearful	Gymnasium	Television
Pitch-Med	Slurred	Taped/Recorded	Intoxicated	Machinery	Traffic
Pitch-Low	Stuttered	Uneducated	Laughing	Motor	Train
Pleasant	Other:	Unintelligible	Nervous	Music	Typing
Raspy	If Accented,	If Foreign,	Self-Righteous	Party	Water/Wind
Smooth	Describe:	Describe:	Other	PA System	Other
Soft					
Squeaky					
Unclear					

Appendix D



