

**Sebring Regional Airport & Industrial Park
Community Redevelopment Agency
Commission Meeting Agenda
May 20, 2021**

Following SAA Board Meeting

**Hendricks Field Center
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order**
- b) **Roll Call**
- c) **Election of Officers**

2. MISCELLANEOUS

3. CONSENT AGENDA

- a) **Approve April 2021 Minutes**

4. ACTION ITEMS

- a) **EDWARDS MEDIATION & GENERAL COUNSEL SERVICES - Contract**

5. BOARD OF COMMISSIONERS' BUSINESS

6. CONCERNS OF THE PUBLIC

7. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

Note: Additional staff items may be interested if the come in after the agenda deadline.

**SEBRING REGIONAL AIRPORT & INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY MEETING
April 15, 2021**

The Sebring Regional Airport & Industrial Park Community Redevelopment Agency Board of Commissioners held a in person and telephonic-technology conference call meeting April 15, 2021 at 2p.m. A quorum was met, and the following were in attendance:

Craig Johnson	-	Chairman
Pete McDevitt	-	Vice Chairman
Mark Andrews	-	Secretary
Stanley Wells	-	Board Member
Terrill Morris	-	Board Member
Sidney Valentine	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Mike Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority
Eldy Gall	-	Spring Lake Improvement Assoc
Craig Sucich	-	Avcon
Kathy Rapp	-	HCBOCC
Casey Wohl	-	Highlands County - TDC

1. OPENING ITEMS

A. Call to Order

The CRA Meeting was called to order at 2p.m.

B. Roll Call

Pete McDevitt, Stanley Wells, Terrill Morris, Craig Johnson and Mark Andrews were present in person. Sidney Valentine was present by TEAMS. Carl Cool was absent.

2. CONSENT AGENDA

A. Approve the Consent Agenda:

There was a motion by Pete McDevitt to approve the Consent Agenda and a second by Mark Andrews. The motion was passed with aye votes by Johnson, Wells, McDevitt, Morris, Valentine, and Andrews.

3. **ACTION ITEMS**
4. **MISCELLANEOUS**
5. **BOARD OF COMMISSIONERS' BUSINESS**
6. **CONCERNS OF THE PUBLIC**
7. **ADJOURNMENT**
Meeting was adjourned at 2:01 p.m.



Mike Willingham, Ex. Director

May 20, 2021

Approved by Board

**SEBRING REGIONAL AIRPORT & INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY
AGENDA ITEM SUMMARY**

MEETING DATE: May 20, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: EDWARDS MEDIATION & GENERAL COUNSEL
SERVICES, PLLC - Contract

BACKGROUND: Airports CRA Plan needs updating, and Staff is recommending using this firm to assist with Plan update. Berk Edwards is an attorney practicing law in Ft. Myers and is counsel to Fort Myers Community Redevelopment Agency (CRA). I have personally attended training through Florida Redevelopment Association that featured Mr. Edwards as lead instructor.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

Board Action:

Approved _____
Denied _____
Tabled _____

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into the 20th day of May, 2020 by and between the SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, 128 Authority Lane, Sebring, Florida 33870 (hereinafter referred to as "CRA") and EDWARDS MEDIATION & GENERAL COUNSEL SERVICES, PLLC, 2534-A Edison Avenue, Fort Myers, Florida 33301 (hereinafter referred to as "FIRM").

WITNESSETH

WHEREAS, the CRA Board of Commissioners has determined that it is in the best interest of the CRA to enter into an agreement with Edwards Mediation & General Counsel Services, PLLC to permit C. Berk Edwards, Esq. to serve in the capacity of general counsel to the CRA, which entails providing legal services to assist the CRA in its efforts to achieve its stated goals and objectives.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Section 1. DUTIES

- A. The FIRM shall be responsible for general legal services for the CRA, including but not limited to, attendance at CRA board meetings, real estate transactions, and day-to-day legal services for the CRA. The member of the FIRM that will be responsible for providing legal services to the CRA will be C. Berk Edwards.
- B. The CRA retains the right to hire legal counsel not affiliated with the FIRM to provide any service(s) that the CRA may deem appropriate.

Section 2. FEES AND PAYMENT FOR SERVICES

- A. The FIRM is to be paid as follows for the services performed pursuant to this Agreement:
 - 1. An hourly rate of \$225.00/hr. Charges for time are in minimum units of .10 hours. The legal services shall include, but not be limited to, reviewing meeting agendas for the CRA and the CRA Advisory Board, attendance at CRA Board meetings and CRA Advisory Board meetings, real estate transactions, the drafting of developer agreements, contracts, RFQs, RFPs, to provide advice on the application of all laws, legislative liaison activities, general ethics matters, and provide all services generally associated with the provision of general counsel services for the CRA. Legal services will not include work on the issuance of any bonds, which will require that separate bond counsel be retained by the CRA.

2. In addition, the FIRM may bill the CRA for reasonable and ordinary actual expenses including, but not limited to, telephone, postage and copying costs, facsimiles, and messenger services. The FIRM's invoices to the CRA shall include documentation evidencing and supporting all expenses, such as receipts and/or related bills, as appropriate.
3. The FIRM shall consult with the CRA Executive Director and obtain the approval of the Executive Director prior to incurring expenses in excess of \$1,000.00.
4. The CRA retains the right to dispute any bill and to obtain adjustments to any bill based on the hours spent and or expenses billed. The hours spent on any legal service shall be reasonable and shall reflect the time spent by a firm of similar experience for similar services.

Section 3. **ASSIGNMENT**

The FIRM shall not assign or transfer its rights, title or interest in the Agreement nor shall the FIRM delegate any of the duties and obligations undertaken by the FIRM without the CRA's prior written approval.

Section 4. **TERMINATION**

This Agreement may be terminated for any reason, or no reason, by either party upon 30 days' written notice of termination.

Section 5. **INSURANCE; INDEMNITY**

- a. Within ten (10) days of the execution of this Agreement, the FIRM shall provide the CRA with a copy of the FIRM's malpractice insurance.
- b. The FIRM shall indemnify and hold harmless the CRA, its officers, agents, and employees for all claims and causes of action arising from intentional and negligent acts or omissions of the FIRM, its officers, partners, agents, and employees. This indemnification shall survive the termination of this Agreement.

Section 6. **GOVERNING LAW**

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 7. **VENUE**

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated only in the courts of the Tenth Judicial Circuit in and for Highlands County, Florida.

Waiver of Jury Trial - CRA and FIRM hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the performance of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Section 9. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect

Section 10. SEVERABILITY


Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

SEBRING REGIONAL AIRPORT AND
INDUSTRIAL PART COMMUNITY
REDEVELOPMENT AGENCY

EDWARDS MEDIATION &
GENERAL COUNSEL SERVICES,
PLLC

By: _____


Mike Willingham
Executive Director

By: _____

C. Berk Edwards, Esq., Manager